

Your Professional Offices Policy

Introduction

Welcome to Aviva. We are committed to providing a first-class service. Aviva is the UK's largest insurer with over 200 years' experience in the insurance industry.

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.

Please contact your insurance adviser if you have any questions or if you wish to make adjustments. Your insurance adviser's details are:

Contents

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.

Contact details for claims and help

Complaints Procedure

Important Information

The Contract of Insurance

Policy Definitions

Sections which comprise your policy

Policy Conditions

Policy Exceptions

Inside the front cover you will find your:

Certificate of Employers' Liability Insurance (If applicable)

Policy Schedule

Contact details for claims and help

Services

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

Claims Service

0800 015 1498

A 24 hour, 365 days a year claims line providing you with emergency assistance whenever it is required. When we know about your problem, we will start to put the solutions in place.

Legal and Tax Helpline

0845 300 1899

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

Commercial Legal Protection

0845 300 1899

If you have Commercial Legal Protection cover, please call the helpline for legal advice as soon as you are aware of an incident. Please have your policy number to hand.

If you think you may need to claim, please call the helpline to request a claim form. We can only proceed with your claim when we have details of the incident in writing. A claim form is available to download at www.aviva.co.uk/legalprotection.

Risk Solutions Helpline

0845 366 6666

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

Counselling Service Helpline

0117 934 0105

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

Contact details for claims and help

Website

www.cutredtape.co.uk

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

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

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

Complaints Procedure

Our Promise of Service

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

What will happen if you complain

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

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

What to do if you are unhappy

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

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:
0800 023 4567 (free from landlines) or
0300 123 9123

Or simply log on to their website at **www.financial-ombudsman.org.uk**.

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

Important Information

Choice of Law

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

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

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to

Financial Services Compensation Scheme
10th floor, Beaufort House
15 St Botolph Street
London
EC3A 7QU

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Customers with Disabilities

This policy and associated documentation are available in large print, audio and braille. If you require any of these formats, please contact your insurance adviser.

The Contract of Insurance

The policy, the information You have provided and/or the application form, the declaration made by You and The Schedule should be read together and form the contract of insurance between You, The Policyholder and Us, Aviva.

In return for You having paid or agreed to pay the premium for the Period of Insurance, We will indemnify You by payment or, at Our option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident or injury, to the extent of and subject to the terms contained in or endorsed on the policy.

Important

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

If You are not sure whether certain facts are relevant, please ask Your insurance adviser or local Aviva office. If You do not tell Us about relevant changes, Your policy may not be valid or the policy may not cover You fully.

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



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

Recognising You

Nobody
recognises you
like Aviva

(The words highlighted in yellow are only applicable to Charities and Not For Profit Organisations)

Aviva is committed to providing a first-class service. We want you to feel that we recognise you and understand your requirements.

As a customer of our Professional Offices Policy product for Charitable and Not For Profit Organisations, you will automatically benefit from a number of additional covers. You'll find more information about them within your policy wording.

Additional Covers

If you have selected any of the covers listed below, your insurance cover is automatically increased as specified.

Professional Offices Policy for Charitable and Not For Profit Organisations

Policy Definitions

Governors and trustees are added to the definition of Employee

Property Damage and Theft Clauses

Bequeathed Property – up to £100,000 for buildings and £25,000 for contents per location

Property at Fundraising and Catering Events – up to £5,000 for any one claim

Raffle Prizes and Donations – up to £500 per item and £1,500 per claim

Money and Assault

Collection tins or boxes in the UK - up to £100 for any one claim and £500 per period of insurance

Fundraising Events – doubling of specified limits

Business Interruption Extensions

Prevention of Access – up to £50,000 per period of insurance

Outsourced Administrative Service Providers – up to £25,000 per period of insurance

Second-hand and Donated Stock and Materials in Trade – up to Stock sum insured

Business Interruption

Workplace Recovery Office Facilities – up to £25,000 per period of insurance

Business Interruption – Additional Contingencies

Failure of Electricity, Gas and Water Supply – up to £50,000 per period of insurance

Failure of Telecommunications – up to £100 per day and £2,500 per period of insurance

Death or Adverse Publicity of a Patron – up to £25,000 per period of insurance

Commercial Legal Protection

Tax Protection includes investigations by your charity regulator

Recognising You

Risk Management

By choosing Aviva, you will gain access to the following free risk management resources from Aviva Risk Management Solutions (ARMS).

Online Knowledge Store

Contains over 200 useful risk management fact sheets and templates.

Some of the advice available is particularly relevant to you including a factsheet on managing health and safety in offices.

You can access the Knowledge Store by visiting

<http://www.aviva.co.uk/yourbusiness/risk-management/>

Preferred Supplier Scheme

We have secured discounts from carefully vetted risk management providers, to help you protect your business. Some of these services are particularly relevant to your sector including electrical inspections of fixed wiring and portable appliances.

Aviva insured customers also receive discounts off ARMS training and consultancy services:

Short courses - ideal if you are looking to understand your health and safety obligations and receive practical advice about how to meet them. The current programme includes a risk assessment and getting started in health and safety course.

Accredited training – ARMS is accredited to deliver a number of IOSH, CIEH, IEMA and NEBOSH courses. We boast amongst the highest pass rates in the industry reflecting the quality of our training.

In-company training - our team can adapt any course or develop a bespoke one to ensure that your specific requirements are addressed.

eTraining - Our online courses are quick and easy to complete making them ideal for those with limited time and resources. Our programme covers a range of topics including display screen equipment.

Consultancy - If you don't have an in-house safety resource or if your team needs expert assistance to address a particular safety issue, ARMS can help. The services available include fire risk assessments, safety audits and our competent person support service.

For further information about the services ARMS provides, call the team on 0500 55 99 77 or visit <http://www.aviva.co.uk/yourbusiness/risk-management/>.

Policy Definitions

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 We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy, for example Employee, except when used in the sections of this policy headed 'Introduction', 'Contents', 'Contact details for claims and help', 'Complaints Procedure' and 'Important Information' and in headings and titles.

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

Computer and Electronic Equipment

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.

Data

All information which is

- (1) electronically stored
or
- (2) electronically represented
or
- (3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data

including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

Data Storage Materials

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

Defined Contingencies

- (1) fire
- (2) lightning
- (3) explosion
- (4) aircraft and other aerial devices or articles dropped from them
- (5) earthquake
- (6) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (7) storm or flood
- (8) escape of water from any tank, apparatus or pipe
- (9) falling trees
- (10) impact
- (11) escape of fuel from any fixed oil heating installation
- (12) malicious persons other than thieves
- (13) malicious persons other than thieves but only where involving entry into or exit from The Premises by forcible and violent means
- (14) theft or attempted theft
- (15) theft or attempted theft but only where involving entry into or exit from The Premises by forcible and violent means
- (16) theft involving violence or threat of violence to You, Your partners, directors or Employees.

Policy Definitions

Denial of Service Attack

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.

Employee

Any person who is

- (1) under a contract of service or apprenticeship with You
- (2) borrowed by or hired to You
- (3) a labour master or supplied by a labour master
- (4) employed by labour only sub-contractors
- (5) self-employed
- (6) under a work experience or training scheme
- (7) a voluntary helper

[The wordings below apply where the policyholder is not a Charity and Not For Profit Organisation]

while working under Your control in connection with The Business

- (8) an outworker or homeworker when engaged in work on Your behalf.

[The wordings (8), (9) and (10) below apply to Charities and Not For Profit Organisations]

- (8) a governor

- (9) a trustee

while working under Your control in connection with The Business

- (10) an outworker or homeworker when engaged in work on Your behalf.

Excess / Excesses

The amount(s) specified in Your policy or The Schedule which We will deduct from each and every claim at each separate premises.

The amount(s) to be deducted after the application of any Average condition.

You will repay any such amount paid by Us.

Failure

Any partial or complete reduction in the

- (1) performance
 - or
- (2) availability
 - or
- (3) functionality
 - or
- (4) ability to recognise or process any date or time,
 - of any
 - (a) Computer and Electronic Equipment,
 - (b) electronic means of communication,
 - (c) website.

Policy Definitions

Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part, including, but not limited to, Loss of Data resulting from loss or damage to Computer and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

Money

Current

- (1) coins, bank and currency notes
- (2) postal and money orders, bankers' drafts, cheques and giro cheques
- (3) crossed warrants, bills of exchange and securities for money
- (4) postage, revenue, national insurance and holiday with pay stamps
- (5) national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions
- (6) credit company sales vouchers, luncheon vouchers and trading stamps
- (7) VAT invoices.

Period of Insurance

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.

The Business

Activities directly connected with the business specified in The Schedule.

The Premises

The premises specified in The Schedule.

The Schedule

The document which specifies details of The Policyholder, The Premises, Property Insured, Sums Insured, Limits of Indemnity and any Excess(es), Endorsements and Conditions applying to this policy.

Unattended Vehicle

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.

Unoccupied

Any building or portion of a building that is

- (1) not physically occupied by You or Your Employees during Your normal working hours
and/or
- (2) not used for the purposes of The Business
and/or
- (3) empty, vacant, disused, untenanted or unfurnished
and/or
- (4) awaiting refurbishment, redevelopment, renovation or demolition
for a period in excess of 45 consecutive days.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

Policy Definitions

We/Us/Our/Aviva

Aviva Insurance Limited.

**You/Your/The
Policyholder**

The person, persons, company, companies, partnership, partnerships or unincorporated association, named in The Schedule as The Policyholder.

Asset Protection

Property Damage - Specified Contingencies

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.

Damage

Physical loss, destruction or damage.

Property Insured

Property insured as detailed in The Schedule.

Cover

We will indemnify You in respect of Damage to the Property Insured occurring during the Period of Insurance at The Premises by each of the following Contingencies, and as appearing in The Schedule.

Basis of Claim Settlement – Indemnity

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) and (4) below only apply to Charities and Not For Profit Organisations]

However in respect of

- (3) second- hand Stock and Materials in Trade which are purchased by You, indemnity will be based on the purchase price or the market value whichever is the lower

If in relation to any claim You have failed to comply with the following, You will lose Your right to indemnity under this Section.

You must keep a record of the second-hand Stock and Materials in Trade purchase price, together with invoices and receipts.

- (4) 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

unless the Basis of Claim Settlement – Reinstatement clause or any other alternate basis of settlement is stated to apply.

The Sum Insured under each item other than items applying solely to professional fees, rent, and removal of debris, is separately subject to Average. See Condition (1).

The maximum We will pay under this Section in any one Period of Insurance will not exceed

- (1) the Sum Insured on each item
or
- (2) the Total Sum Insured
or

Asset Protection

Property Damage - Specified Contingencies

Cover *(continued)*

- (3) any other maximum amount payable or limit of liability specified in this Section or The Schedule

Contingencies

Fire

- (1) Fire

We will not indemnify You in respect of Damage

- (a) to the Property Insured caused by explosion resulting from fire
- (b) to that portion of the Property Insured caused by its own self ignition, leakage of electricity, short circuiting, or over-running
- (c) caused by
 - (i) the Property Insured's own spontaneous fermentation or heating
 - (ii) the Property Insured undergoing any process involving the application of heat.
- (d) caused by riot and/or civil commotion.

- (2) Lightning

- (3) Explosion

- (a) of boilers
- (b) of gas in a building not being part of any gas works used for domestic purposes or used for lighting or heating the building.

We will not indemnify You for Damage to the Property Insured caused by earthquake or underground fire.

Explosion

We will not indemnify You in respect of Damage

- (a) to the Property Insured caused by or consisting of the bursting of a boiler, economiser, vessel, machine or apparatus, where the internal pressure is due to steam only and belongs to You or is under Your control.
- (b) to any vessel, machine or apparatus, or its contents, caused by its own bursting.
However, We will indemnify You in respect of Damage not otherwise excluded if the vessel, machine or apparatus is the subject of a contract providing inspection or maintenance required by statutory regulation.

Aircraft

Aircraft and other aerial devices including articles dropped from them.

Riot and Civil Commotion

Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation.

We will not indemnify You in respect of Damage to the Property Insured caused by or happening through work stoppages.

Riot, Civil Commotion and Malicious Damage

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

We will not indemnify You in respect of Damage

- (a) to the Property Insured caused by or resulting from
 - (i) work stoppages

Contingencies (continued)

- (ii) theft or attempted theft caused by malicious persons not acting on behalf of or in connection with any political organisation

- (b) when The Premises are Unoccupied.

Earthquake

Underground Fire

Spontaneous Combustion

Fire caused by the Property Insured's own spontaneous combustion including Damage to coal and wood blocks.

Storm and Falling Trees

We will not indemnify You in respect of

- (a) Damage to the Property Insured resulting solely from a change in the water table level
- (b) Damage to the Property Insured caused by
 - (i) escape of water from any water course, lake, reservoir, canal or dam
 - (ii) inundation from the sea
 - (iii) frost
 - (iv) subsidence, ground heave or landslip
- (c) Damage to fences, gates and moveable property in the open except where such Damage is caused by falling trees.

Storm and Flood and Falling Trees

We will not indemnify You in respect of

- (a) Damage to the Property Insured resulting solely from a change in the water table level
- (b) Damage to the Property Insured caused by
 - (i) frost
 - (ii) subsidence, ground heave or landslip
 - (iii) escape of water from any tank, apparatus or pipe
- (c) Damage to fences, gates and moveable property in the open except where such Damage is caused by falling trees.

Escape of Water/Oil

Escape of water from any tank, apparatus or pipe or escape of fuel from any fixed oil heating installation.

We will not indemnify You in respect of

- (a) Damage to the Property Insured by water discharged or leaking from an automatic sprinkler installation
- (b) Damage when The Premises are Unoccupied
- (c) Damage to any tank, apparatus, pipe or fixed oil heating installation.

Impact

Impact by any vehicle or animal or by goods falling therefrom.

We will not indemnify You in respect of Damage to any goods being carried.

Sprinkler Leakage

Water accidentally discharged or leaking from any automatic sprinkler installation in The Premises.

We will not indemnify You in respect of

Asset Protection

Property Damage - Specified Contingencies

Contingencies

(continued)

- (a) Damage caused by
 - (i) freezing while The Premises owned by You or for which You are responsible are Unoccupied
 - (ii) explosion, earthquake, subterranean fire or heat caused by fire.
- (b) Damage to any automatic sprinkler installation(s).

Conditions

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

(1) Average

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

- (a) be responsible for the difference
- (b) bear a proportionate share of the loss.

(2) Fire Extinguishing Appliances

You must maintain all fire extinguishing appliances on The Premises in full working order in accordance with the manufacturers instructions.

(3) Our Rights

If Damage occurs which may lead to a claim We may

- (a) enter or take possession of the building or The Premises
- (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.

We will not pay for any Damage if You or anyone acting on Your behalf

- (i) do not comply with Our requirements
- (ii) hinder or obstruct Us.

You are not entitled to abandon property to Us.

(4) Change of Occupancy

You must tell Us immediately if

- (a) any building at The Premises becomes Unoccupied.
- (b) any Unoccupied building at The Premises becomes occupied.

(5) Construction Heating and Occupation of the Buildings

Unless otherwise stated in The Schedule the buildings are

- (a) constructed of brick, stone, or concrete
- (b) roofed with slates, tiles, concrete, metal or asbestos
- (c) heated by
 - (i) low pressure hot water or steam
 - (ii) oil fired space heaters fed from a fuel tank in the open
 - (iii) overhead gas or electrical appliances
 - (iv) gas or electric fires in offices only

or as expressly varied in accordance with details provided to Us

- (d) occupied for the sole purpose of The Business and otherwise only as a private dwelling.

(6) Interested Parties - Specified

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.

Asset Protection

Property Damage - Specified Contingencies

Exceptions

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

We will not indemnify You in respect of

- (1) (a) consequential loss or damage

However, We will indemnify You in respect of rent when this cover is specified in The Schedule and the Damage is not otherwise excluded.

- (b) Damage more specifically insured by You or on Your behalf

- (c) (i) Damage insured by any marine policy

- (ii) Damage which would be insured under any marine policy if this policy did not exist.

However, We will indemnify You in respect of Damage not otherwise excluded for any sum beyond the amount which would have been payable under the marine policy had this insurance not existed.

- (d) Damage caused by pollution or contamination.

However, We will indemnify You in respect of Damage to the Property Insured, not otherwise excluded, caused by

- (i) pollution or contamination which results from any Contingency insured under this Section

- (ii) any Contingency insured under this Section which results from pollution or contamination.

- (2) 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 of Her Majesty's government in the United Kingdom or any other government de jure or de facto

- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to

- the use or threat of force and/or violence and/or

- harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

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

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

Asset Protection Property Damage - Specified Contingencies

Exceptions (continued)

-
- (3) (a) Loss of Data
 - (b) any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with
 - (i) Virus or Similar Mechanism,
 - (ii) Denial of Service Attack,
 - (iii) unauthorised access to or use of Computer and Electronic Equipment.However, We will indemnify You in respect of subsequent Damage to the Property Insured caused by or resulting from Defined Contingencies (1) to (11) and (13) which is not otherwise excluded and only where such subsequent Damage is insured by this Section.
 - (4) motor vehicles, or their contents, which are more specifically insured.
However, We will indemnify You for any sum beyond the amount payable under the more specific policy.
 - (5) the Excess stated in The Schedule.

Asset Protection

Property Damage – All Risks

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.

Damage

Physical loss, destruction or damage.

Property Insured

Property insured as detailed in The Schedule.

Cover

We will indemnify You in respect of Damage to the Property Insured occurring during the Period of Insurance at The Premises.

Basis of Claim Settlement – Indemnity

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,

unless the Basis of Claim Settlement – Reinstatement clause or any other alternate basis of settlement is stated to apply.

[(3) and (4) below only apply to Charities and Not For Profit Organisations]

However in respect of

- (3) second- hand Stock and Materials in Trade which are purchased by You, indemnity will be based on the purchase price or the market value whichever is the lower

If in relation to any claim You have failed to comply with the following, You will lose Your right to indemnity under this Section.

You must keep a record of the second-hand Stock and Materials in Trade purchase price, together with invoices and receipts.

- (4) 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

unless the Basis of Claim Settlement – Reinstatement clause or any other alternate basis of settlement is stated to apply.

The Sum Insured under each item other than items applying solely to professional fees, rent, and removal of debris, is separately subject to Average. See Condition (1).

The maximum We will pay under this Section in any one Period of Insurance will not exceed

- (1) the Sum Insured on each item,
or
- (2) the Total Sum Insured,
or

Asset Protection

Property Damage – All Risks

Cover *(continued)*

-
- (3) any other maximum amount payable or limit of liability specified in this Section or The Schedule.
-

Conditions

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

(1) Average

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

- (a) be responsible for the difference
 - (b) bear a proportionate share of the loss.
-

(2) Fire Extinguishing Appliances

You must maintain all fire extinguishing appliances on The Premises in full working order in accordance with the manufacturer's instructions.

(3) Our Rights

If Damage occurs which may lead to a claim We may

- (a) enter or take possession of the building or The Premises
- (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.

We will not pay for any Damage if You or anyone acting on Your behalf

- (i) do not comply with Our requirements
- (ii) hinder or obstruct Us.

You are not entitled to abandon property to Us.

(4) Change of Occupancy

You must tell Us immediately if

- (a) any building at The Premises becomes Unoccupied.
 - (b) any Unoccupied building at The Premises becomes occupied.
-

(5) Construction Heating and Occupation of the Buildings

Unless otherwise stated in The Schedule the buildings are

- (a) constructed of brick, stone, or concrete
 - (b) roofed with slates, tiles, concrete, metal or asbestos
 - (c) heated by
 - (i) low pressure hot water or steam
 - (ii) oil fired space heaters fed from a fuel tank in the open
 - (iii) overhead gas or electrical appliances
 - (iv) gas or electric fires in offices onlyor as expressly varied in accordance with details provided to Us
 - (d) occupied for the sole purpose of The Business and otherwise only as a private dwelling.
-

(6) Interested Parties - Specified

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.

Asset Protection Property Damage – All Risks

Exceptions

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

We will not indemnify You in respect of

- (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
 - (i) design
 - (ii) materials used in its construction
 - (e) (i) faulty or defective workmanship
 - (ii) 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 indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.

- (2) Damage to the Property Insured caused by or consisting of
 - (a) (i) corrosion, rust or rot
 - (ii) shrinkage, evaporation or loss of weight
 - (iii) dampness or dryness
 - (iv) scratching
 - (v) vermin or insects
 - (vi) mould or fungus
 - (b) change in
 - (i) temperature
 - (ii) colour
 - (iii) flavour
 - (iv) texture
 - (v) finish
 - (c) (i) nipple or joint leakage
 - (ii) 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 associated piping
 - (e) the Property Insured's own mechanical or electrical breakdown or derangement.

However, We will indemnify You in respect of

- (i) Damage not otherwise excluded which results from Defined Contingencies (1) to (12) or any other accidental cause
 - (ii) any subsequent Damage which results from a cause not otherwise excluded.
- (3) Damage to the Property Insured caused by pollution or contamination.

Asset Protection

Property Damage – All Risks

Exceptions (continued)

However, We will indemnify You in respect of 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 landslip unless
 - (i) resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe
 - or
 - (ii) specifically mentioned as insured in The Schedule.
 - (b) normal settlement of new structures.
 - (c) acts of fraud or dishonesty.
 - (d) (i) disappearance
 - (ii) unexplained or inventory shortage
 - (iii) misfiling, misplacing of information or clerical error.
 - (e) theft or attempted theft.

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

However, We will indemnify You in respect of such Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded.

- (6) Damage to
 - (a) gates
 - (b) fences
 - (c) moveable property in the openby
 - (i) wind
 - (ii) rain, hail, sleet or snow
 - (iii) flood
 - (iv) dust

However, We will indemnify You for Damage to such property caused by falling trees and not otherwise excluded.

Asset Protection

Property Damage – All Risks

Exceptions

(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
 - (i) production or packaging
 - (ii) treatment, testing or commissioning
 - (iii) servicing or repair.

However, We will indemnify You in respect of such 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 indemnify You in respect of such 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
- (h) growing crops or trees.

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

(11) Damage

- (a) insured by any marine policy
- (b) which would be insured under any marine policy if this policy did not exist.

However, We will indemnify You in respect of 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 indemnify You in respect of rent when this item(s) is specifically mentioned as insured in The Schedule.

Asset Protection Property Damage – All Risks

Exceptions (continued)

(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

(i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands)

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

(ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to

- the use or threat of force and/or violence

and/or

- harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

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

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

(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 indemnify 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.

(16) the Excess stated in The Schedule.

Asset Protection

Property Damage - Additional Contingencies

Additional Contingencies

The following Additional Contingencies apply to the Property Damage - Specified Contingencies Section and/or the Property Damage - All Risks Section where stated in The Schedule.

Subsidence

We will indemnify You in respect of Damage at The Premises caused by subsidence or ground heave of the site of the Property Insured, or landslide.

We will only indemnify You in respect of Damage to

- (1) forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios
 - (2) walls, gates, hedges or fences
- if
- (a) such property is specifically insured by this Section
- and
- (b) Damage also occurs to the building to which such property applies and that building is insured by this Section.

We will not indemnify You in respect of

- (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 in writing
 - (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.

Underground Services

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

- (a) pipes
- (b) cables

which extend from the buildings to the public mains.

We will not indemnify You in respect of

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

Asset Protection

Property Damage and Theft – Clauses

Property Damage and Theft - Clauses

The following clauses apply to the Property Damage – Specified Contingencies Section and/or Property Damage – All Risks Section and/or Theft Section if stated as insured in The Schedule, except where otherwise stated.

All Other Contents

This term includes

- (1) documents, manuscripts and business books
- (2) Data Storage Materials
- (3) plans and designs

which require to be replaced and are capable of being replaced, belonging to You or held by You in trust for which You are responsible while

- (1) at The Premises
- (2) temporarily removed to any premises not occupied by You
- (3) in transit by road, rail or inland waterway

all in England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man

but only for

- (a) the value of the physical materials
- (b) the costs of labour incurred in replacing them and the Data thereon
- (c) the costs necessarily and reasonably incurred in collating such data from existing source material.

The maximum We will pay in respect of

- (i) documents, manuscripts, business books, plans and designs is £250,000
- (ii) Data Storage Materials is £25,000

for any one claim and in any one Period of Insurance.

We will not pay for the value to You of any information lost.

- (4) pedal cycles, tools and other personal items belonging to You or any of Your directors, members, Employees, customers 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.

- (5) 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.

- (6) 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 respect of any one claim.

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.

Asset Protection

Property Damage and Theft – Clauses

Property Damage and Theft – Clauses (continued)

Basis of Claim Settlement – Reinstatement

In the event of Damage to the Property Insured, excluding any items on

- (i) Stock and Materials in Trade
- (ii) professional fees
- (iii) debris removal
- (iv) rent
- (v) pedal cycles and personal effects
- (vi) motor vehicles
- (vii) Computer and Electronic Office Equipment

the basis upon which We will calculate the amount We will pay in respect of any claim will be the reinstatement of the property lost, destroyed or damaged, subject to the following conditions

- (1) Where the Property Insured is
 - (a) lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new.
 - (b) damaged, We will pay for the replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.
However, We will not pay more than We would have done if the property has been completely destroyed.
- (2) Where Computer and Electronic Office Equipment is insured by this Section and such property is
 - (a) lost or destroyed beyond economic repair, We will pay for its replacement by new Computer and Electronic Office Equipment of equal performance and/or capacity but if this is not possible, by Computer and Electronic Office Equipment with the nearest higher performance and/or capacity.
 - (b) damaged, if an economic repair is possible, We will pay for the repair of the Computer and Electronic Office Equipment, to its condition when new.

However, We will not pay more than We would have done if Computer and Electronic Office Equipment had been completely destroyed.

- (3) (1) and (2) above includes the costs necessary to comply with any
 - (a) European Union Legislation
 - (b) Act of Parliament
 - (c) Bye laws of any public authority.

We will not indemnify You

- (a) in respect of the costs incurred
 - (i) for Damage not insured by this Section
 - (ii) where notice was served on You before the Damage occurred
 - (iii) where an existing requirement must be completed within a stipulated period
 - (iv) for property or parts of the property, other than foundations (unless foundations are specifically excluded), which have not suffered Damage
 - (b) in respect of any charge or assessment arising from capital appreciation following compliance with any legislation or Bye law.
- (4) The work of reinstatement
 - (a) may be carried out on another site and in a manner suitable to Your needs. However,
 - (i) Our liability must not be increased
 - (ii) this will not apply when The Premises are Unoccupied unless We have agreed otherwise in writing.
 - (b) must begin and be carried out as quickly as possible.

Asset Protection

Property Damage and Theft – Clauses

Property Damage and Theft – Clauses (continued)

- (5) The following condition of Average will apply.
- If the Sum Insured at the time the Damage occurred is less than 85% of the amount necessary to replace the whole of the Property Insured and/or Computer and Electronic Office Equipment, at the time of rebuilding or replacement, You will be liable to bear a proportionate share of the loss.
- (6) We will not indemnify You if You
- (a) do not incur the cost of replacing or repairing the Property Insured and/or Computer and Electronic Office Equipment.
 - (b) or someone acting on Your behalf, have insured the property under another policy which does not have a similar basis of reinstatement.
 - (c) do not comply with any of the terms of this clause.

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

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

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

Computer and Electronic Office Equipment does not include

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

Basis of Claim Settlement – Rent

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

- (1) generating the rent received
- or

- (2) for which rent is payable

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

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

(Only applicable to Charities and Not For Profit Organisations)

Bequeathed Property

We will indemnify You in respect of Damage occurring during the Period of Insurance to bequeathed properties for which You are responsible following the administration of a deceased persons assets situated anywhere in England, Wales, Scotland, Northern Ireland, The Channel Island or the Isle of Man.

The maximum We will pay in respect of any on bequeathed property is

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

Asset Protection

Property Damage and Theft – Clauses

Property Damage and Theft – Clauses

(continued)

(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 indemnify You

- (a) if the bequeathed property is more specifically insured.
- (b) in respect of
 - (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 treesunless specifically agreed in writing by Us.
- (c) in respect of items more specifically excluded under the Policy Exceptions.

Capital Additions

We will indemnify You in respect of Damage to

- (1) new Buildings and/or Machinery and Plant built or acquired during the Period of Insurance
- (2) alterations, additions and improvements to Buildings and/or Machinery and Plant made during the Period of Insurance, but not in respect of any appreciation in value

situate anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

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

- (1) 10% of the total Buildings and Machinery and Plant Sum Insured under this Section or
- (2) £500,000

whichever is the lower.

You must

- (a) provide Us with details of such additional Buildings and/or Machinery and Plant as soon as possible but, in any event,
 - (i) within six months of the date You became responsible for the insurance of such Buildings and Machinery and Plantand
 - (ii) before the expiry of the Period of Insurance
- (b) specifically insure such property with Us from the date Our liability commenced
- (c) pay the agreed additional premium.

Asset Protection

Property Damage and Theft – Clauses

Property Damage and Theft – Clauses (continued)

In respect of any Unoccupied premises insured under the provisions of this clause, We will only indemnify You in respect of Defined Contingencies (1) to (6) and (10).

We will not indemnify You unless

- (1) a certificate of completion has been issued
or
- (2) works to such property has been completed and handed over to You prior to the date of the Damage.

Change in Temperature

The insurance on each Building, Machinery and Plant and Stock and Materials in Trade item stated in The Schedule, extends to include Damage caused by change in temperature, resulting from total or partial destruction or disablement of refrigerating, electrical or conditioning plant or apparatus, by any Contingency stated as applicable in The Schedule.

Contract Sale Price

If Stock and Materials in Trade which have been sold but not yet delivered, suffer Damage insured by this Section, and as a result the contract of sale is cancelled under the conditions of sale, Our liability will be calculated on the basis of the contract price for the Stock and Materials in Trade which have suffered Damage.

Any calculation for the purpose of Average will be on the basis of the contract price for all Stock and Materials in Trade which have been sold but not yet delivered, whether suffering Damage or not.

Customers' Goods

Any Stock and Materials in Trade Item(s) stated in The Schedule extends to include

- (1) Your customers' goods
 - (2) goods for which Your customers are legally responsible
- while these goods are temporarily in Your custody or control and for which You have accepted responsibility but only to the extent that they are not more specifically insured.

Debris Removal

Unless a separate item for costs of removal of debris is insured under this Section, the Sum Insured for each item on Buildings, Machinery and Plant and Stock and Materials in Trade in The Schedule, includes costs and expenses You incur with Our consent for

- (1) the removal of debris
 - (2) dismantling
 - (3) demolishing
 - (4) shoring up or propping of those parts
- of the Property Insured which have suffered Damage.

We will not indemnify You in respect of such costs and expenses

- (1) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it
- (2) arising from pollution or contamination of property not insured by this Section
- (3) more specifically insured.

The maximum We will pay for costs and expenses in respect of Stock and Materials in Trade is £25,000.

Description of Property

In determining the item under which property is insured We will accept the description given in Your business records.

Asset Protection

Property Damage and Theft – Clauses

Property Damage and Theft – Clauses

(continued)

Drains

The Sum Insured under each Buildings and/or Machinery and Plant item includes costs and expenses You incur with Our consent for cleaning and/or clearing of

- (1) drains
- (2) sewers
- (3) gutters

for which You are responsible following Damage to the Property Insured.

Exhibitions

We will indemnify You in respect of Damage insured by this Section to Stock and Materials in Trade and/or Machinery and Plant while

- (1) at any exhibition which does not exceed seven days
- (2) in the course of demonstration, construction, erection or dismantling at any such exhibition
- (3) in transit thereto and there from

in the European Economic Area.

The maximum We will pay in respect of any one claim is £25,000.

We will not indemnify You in respect of damage

- (1) caused by or happening through
 - (a) defective or inadequate packing, insulation or labelling
 - (b) evaporation or ordinary leakage
 - (c) delay
 - (d) inadequate documentation
 - (e) shortage in weight.

- (2) occurring outside of the European Economic Area.
-

Falling Trees

This clause will not apply under any Property Damage – Specified Contingencies Section unless Contingency Storm and Falling Trees or Storm, Flood and Falling Trees is stated as applicable in The Schedule.

We will indemnify You in respect of

- (i) the cost of removing fallen trees belonging to You or for which You are responsible but only where there has been Damage to property
- (ii) the cost of 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.

The maximum We will pay in respect of (i) and/or (ii) above is £2,500.

Fire and Rescue Services Damage

We will indemnify You in respect of costs and expenses incurred in reinstating or repairing landscape gardens and grounds following damage caused by the Fire and Rescue Services or other emergency services equipment or personnel in the course of combating fire.

The maximum We will pay in respect of any one claim is £25,000.

Fire and Security Equipment

We will indemnify You in respect of costs and expenses incurred in

- (1) refilling, recharging or replacing any
 - (a) portable fire extinguishing appliances
 - (b) local fire suppression system
 - (c) fixed fire suppression system
 - (d) sprinkler installation
 - (e) sprinkler heads.
- (2) re-setting fire and/or intruder alarms and/or closed circuit television equipment following Damage insured by this Section.

Asset Protection

Property Damage and Theft – Clauses

Property Damage and Theft – Clauses

(continued)

The maximum We will pay in respect of any one claim is £25,000.

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

You must maintain all such equipment in accordance with the manufacturer's instructions.

We will not indemnify You in respect of any costs and expenses recoverable from Your maintenance company or Fire and Rescue Service.

Glass

The following clause is only applicable where the Property Damage – All Risks Section is stated as insured in The Schedule.

Where Buildings are insured under this Section We will indemnify You in respect of

- (1) breakage (including the cost of boarding up) of glass at The Premises including
 - (a) the cost of removing and reinstating obstructions to replacing glass.
 - (b) the cost of replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass.
- (2) breakage of fixed
 - (a) wash hand basins, pedestals, baths, sinks
 - (b) lavatory bowls, bidets, cisterns
 - (c) shower trays, splashbacksat The Premises.

We will not indemnify You in respect of breakage of glass

- (a) when The Premises are Unoccupied
- (b) in transit or while being fitted
- (c) by workmen carrying out alterations or repairs to The Premises.

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

Hire Agreement

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.

You must provide the name of any other interested party in the event of a claim.

Incompatibility of Software or Programs

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 above,) We will, at Our option, indemnify You in respect of either

- (1) the necessary modifications to the replacement Computer and Electronic Office Equipment,
- (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 where necessary.

The maximum We will pay for any or all claims arising out of one cause is £25,000 or the Sum Insured specified in The Schedule.

Lamps, Signs and Nameplates

We will indemnify You in respect of Damage to

- (1) lamps
 - (2) signs
 - (3) nameplates
- at The Premises.

The maximum We will pay in respect of any one item is £1,000.

Asset Protection

Property Damage and Theft – Clauses

Property Damage and Theft – Clauses

(continued)

Machinery Re-erection Costs

The Sum Insured for each Machinery and Plant item extends to include the cost of re-erecting machinery following Damage insured by this Section.

Metered Services

We will indemnify You for charges for which You are responsible if water, electricity or gas is accidentally discharged from a metered system providing service to The Premises.

The maximum We will pay in respect of any one claim is £25,000.

We will not indemnify You in respect of any charges incurred while The Premises are Unoccupied.

Munitions of War

Policy Exceptions 1 (a) and (c) will not apply in respect of Damage to the Property Insured caused by or resulting from the detonation of munitions of war or parts thereof, at or within one mile of the boundary of The Premises, provided that the presence of such munitions does not result from a state of war current at the time of the Damage.

Non-invalidation

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

However, You must

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

Professional Fees

Unless a separate item for professional fees is insured under this Section, the Sum Insured for each item on Buildings and Machinery and Plant includes an amount for necessary and reasonable professional fees, incurred in reinstating or repairing the Property Insured following Damage insured by this Section.

We will not indemnify You in respect of fees

- (1) more specifically insured
- (2) incurred in preparing a claim
- (3) incurred without Our consent.

(Only applicable to Charities and Not For Profit Organisations)

Property at Fundraising and Catering Events

We will indemnify You in respect of Damage insured by this Section to Stock and Materials in Trade and/or Machinery and Plant while

- (1) at any fundraising event or event where You are providing outside catering which does not exceed seven days
 - (2) in the course of demonstration, construction, erection or dismantling at any such event
 - (3) in transit thereto and there from
- in the European Economic Area.

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

We will not indemnify You in respect of Damage

- (1) caused by or happening through
 - (a) defective or inadequate packing, insulation or labelling
 - (b) evaporation or ordinary leakage
 - (c) delay
 - (d) inadequate documentation
 - (e) shortage in weight.
- (2) occurring outside of the European Economic Area.

Asset Protection

Property Damage and Theft – Clauses

Property Damage and Theft – Clauses (continued)

(Only applicable to Charities and Not For Profit Organisations)

Raffle Prizes and Donations

We will indemnify You in respect of Damage to raffle prizes and donated goods to be used for fund raising events situate anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

The maximum We will pay is

- (1) £1,500 in respect of any one claim.
- (2) £500 in respect of any one item.

Seasonal Increase

The Sum Insured for each item of Stock and Materials in Trade in The Schedule is increased by 25% or £500,000, whichever is the lower, during the months of November, December and January or for any other period selected by You and stated in The Schedule.

Services

Where Buildings are insured under this Section or You are liable as a tenant, We will indemnify You in respect of Damage to service pipes and cables, including their associated meters and instruments, which connect The Premises to the public mains.

Subrogation

In the event of any claim under this Section, We agree to waive any rights, remedies or relief to which We may be entitled by subrogation against any company

- (1) whose relationship to You is either a parent or subsidiary
 - (2) which is a subsidiary of a parent company of which You are a subsidiary
- as defined within the relevant legislation current at the time of Damage.

Temporary Removal

We will indemnify You in respect of Damage to the Property Insured except for

- (1) documents, manuscripts, business books, Data Storage Materials, plans and designs
and

- (2) Stock and Materials in Trade

while temporarily removed for cleaning, renovation or repair or similar purposes

- (1) to another part of The Premises
- (2) to any other premises in England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man including whilst in transit by road, rail or inland waterway.

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

- (1) 10% of the item Sum Insured specified in The Schedule
or
- (2) £250,000

whichever is the lower.

We will not indemnify You in respect of

- (a) property more specifically insured
- (b) Damage occurring elsewhere than at The Premises to motor vehicles or motor chassis licensed for normal road use
- (c) property removed for more than 90 consecutive days unless We agree a longer period in writing.

Asset Protection

Property Damage and Theft – Clauses

Property Damage and Theft – Clauses (continued)

Theft Damage to Buildings

This clause will not apply under any Property Damage – Specified Contingencies Section unless Contingency Riot, Civil Commotion and Malicious Damage applies in The Schedule.

Where Buildings are insured under this Section, We will indemnify You in respect of 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.

We will not indemnify You in respect of Damage

- (a) caused to any property other than buildings and landlords' fixtures and fittings
- (b) caused by any person lawfully on The Premises
- (c) while The Premises are Unoccupied
- (d) more specifically insured by You or on Your behalf.

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

Trace and Access

We will indemnify You in respect of reasonable costs and expenses incurred with Our consent

- (1) in locating the actual source of Damage
- and

- (2) any repairs directly arising from (1)

caused by the escape of water from any tank, apparatus or pipe or leakage of fuel from any fixed oil heating installation, provided such Damage is insured by this Section.

The maximum We will pay in respect of any or all claims in any one Period of Insurance is £25,000.

Trade Samples

We will indemnify You in respect of Damage to trade samples whilst anywhere in the European Economic Area including while in transit thereto and therefrom.

The maximum We will pay is

- (1) £500 in respect of any one item
- and
- (2) £10,000 for any one claim.

Transfer of Interest

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

- (1) the contract has not yet been completed
- and

- (2) the building has not yet been insured by or on behalf of the purchaser

We will indemnify the purchaser to the extent that this Section insures the Building if the purchase is subsequently completed.

This will not affect either Your or Our rights and liabilities up to the date of completion of the purchase.

Workmen

Repairs and minor structural alterations may be carried out at The Premises without affecting the Cover.

Asset Protection

Property Damage – Additional Clauses

Property Damage Additional Clauses

The following Additional Clauses apply to the Property Damage – Specified Contingencies Section and/or Property Damage – All Risks Section if stated as applying in The Schedule.

Day One Basis of Settlement

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

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

Declared Value shall mean

Your assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of the Basis of Settlement - Reinstatement 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

- (a) the additional cost of reinstatement to comply with

- (i) European Union Legislation
- (ii) Act of Parliament
- (iii) Bye laws of any public authority

- (b) professional fees

- (c) debris removal costs.

The Declared Value incorporated in each Item is stated in The Schedule.

- (2) You must notify Us of the Declared Value at the start of each Period of Insurance.

If You fail to notify Us of the Declared Value at the start of any Period of Insurance, We will use the last Declared Value notified to Us for the following Period of Insurance.

- (3) Paragraphs (5) and (6) of the Basis of Settlement - Reinstatement are restated as follows

- (5) if, at the time of the Damage, the Declared Value is less than the cost of reinstatement of the Property Insured, arrived at in accordance with paragraph (1) of this Clause, at the start of the Period of Insurance, Our liability for any Damage will be limited to that proportion which the Declared Value bears to the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of this Clause.

- (6) We will not indemnify You

- (a) until You have incurred the cost of replacing or repairing the property
- (b) if You, or someone acting on Your behalf, have insured the property under another policy which does not have the same basis of reinstatement
- (c) if You do not comply with any of the provisions of this Clause.

However the Sums Insured will be limited to 108% of the Declared Values stated in The Schedule.

- (4) The maximum We will pay in respect of each separate location subject to this Clause is as stated in The Schedule.

Asset Protection

Property Damage – Additional Clauses

Property Damage Additional Clauses (continued)

Bank Interest Scotland

We agree that

- (1) the interest in this Section is vested in the insured parties stated in The Schedule
- (2) the interest of Heritable Creditors in the insurance by this Section shall not be prejudicially affected by anything done or omitted by the proprietor where the risk of Damage is increased except as regards any change upon the character of the risk which may be made by or with the written consent of the Heritable Creditors
- (3) this Section shall not lapse or the terms be altered until seven days notice has been given to the Heritable Creditors any additional premium or renewal premium in respect of any change in risk or extension of period is payable to Us as from the start date of the change or extension period
- (4) We will notify in writing the Heritable Creditors, as soon as We are aware of any Damage by this Section.

Stock Declaration

The insurance on Stock and Materials in Trade as insured under the item(s) stated in The Schedule as being subject to this Additional Clause is subject to the following

- (1) You must declare to Us the value of the property on
 - (a) the last day of each month if The Schedule states that monthly declarations are required
 - or
 - (b) the last day of each of the months of March, June, September and December if The Schedule states that quarterly declarations are required.
- (2) If You do not provide Us with written confirmation of the values within 30 days of the due date, We will take the Sum Insured stated in The Schedule to be the value declared.
- (3) If You declare a value greater than the Sum Insured, We will take the Sum Insured stated in The Schedule to be the value declared.
- (4) The first and annual premiums paid on these items are provisional.

At the end of each Period of Insurance We will calculate the actual premium by applying the rate to the average amount declared.
- (5) If the actual premium is more than the provisional premium paid, You will pay the difference.

If the actual premium is less than the provisional premium paid, We will refund the difference but this will not exceed 33 1/3% of the first or annual premium respectively.
- (6) The item Sum Insured will not be reduced by the amount of any claim. However, You must pay the additional premium required to reinstate the Sum Insured.
- (7) Every insurance on Stock and Materials in Trade must be similar in wording with this insurance.

Asset Protection

Property Damage – Additional Clauses

Property Damage Additional Clauses (continued)

Foundations

Where any Buildings Sum Insured stated in The Schedule is subject to Average, the Sum Insured includes

- (1) that portion of the foundations within a 60 centimetre radius around and below a structural column or superstructure support
- (2) that portion of the foundations less than eight centimetres below the floor level of the lowest storey
- (3) machinery foundations.

We will not indemnify You in respect of any other portion of foundations.

Deductible

We will deduct the amount of any deductible stated in The Schedule in respect of each and every claim at each separate premises as calculated after the application of all other terms of this Section.

We may charge You an additional premium if You arrange insurance in respect of the deductible.

European Union and Public Authorities – including Undamaged Property and Automatic Sprinkler Installations

Paragraph (3) of the Basis of Claim Settlement – Reinstatement clause contained in the Property Damage and Theft – Clauses is deleted and replaced by the following:

- (3) (a) (1) and (2) above includes the costs
necessary to comply with any
 - (i) European Union Legislation
 - (ii) Act of Parliament
 - (iii) Bye laws of any public authority.
- (b) where We require You to comply with current LPC Rules for Automatic Sprinkler Installations, the additional cost of reinstating water supply equipment which
 - (i) conformed to previous LPC Rules
 - (ii) conformed to current LPC Rules when installed but fails to conform to subsequent amendments to those rules.

However, the maximum We will pay will not exceed in total

- (a) in respect of Property Insured which has suffered Damage, the Sum Insured
- (b) in respect of undamaged portions of Property Insured, other than foundations, 15% of the amount We would have been liable to pay if the Property Insured by the item at The Premises where Damage occurred had been completely destroyed.

We will not indemnify You in respect of

- (1) the costs incurred
 - (a) for Damage not insured by this Section
 - (b) where notice was served on You before the Damage occurred
 - (c) where an existing requirement must be completed within a stipulated period.
- (2) any charge or assessment arising from capital appreciation following compliance with any legislation or Bye law.

Asset Protection

Property Damage – Additional Clauses

Property Damage Additional Clauses (continued)

Solicitors Conveyancing Cover

- (1) Cover in respect of each property starts immediately a contract to purchase is entered into and ceases when
 - (a) the contract is completed
 - or
 - (b) a specific insurance for the property is arranged
- (2) We will not pay more than £200,000 for any one property.
- (3) No payment will be made if the property is more specifically insured.
- (4) Cover is provided only to the extent to which the interest of the contracting purchaser is not otherwise insured.
- (5) If You forget to insure the property after the conveyance has been completed, the insurance by this Section will extend to cover the property for three months from the date the contracts are exchanged.
- (6) The sum insured must represent the maximum value of the property in the course of conveyance by You at any one time during the Period of Insurance.
- (7) If at the time of any Damage to the property insured the maximum value of the property in the course of conveyance exceeds the sum insured, You will bear a rateable share of the loss.

Solicitors Contingency Cover

For the purpose of this Additional Clause the following definitions apply.

Uninsured Property

Any property for which Your Client has responsibility to insure and on which You have not arranged insurance through Your oversight or neglect.

Client(s)

A party or parties for who You are acting as Solicitor, Law Agent or Factor.

- (1) This insurance covers Damage to Uninsured properties for which Your Clients are responsible anywhere in the United Kingdom

We will not contribute to the loss when the Insurance of the property has been arranged by

 - (a) You
 - (b) heritable creditors
 - (c) mortgagees
 - (d) other interested parties

until such other insurance has been exhausted and then only for such an amount as to the extent of Your liability to Your Clients.
- (2) In the event that We contribute to the payment of loss, it is agreed that the parties interested in the Uninsured Property shall pay Us the premium applicable.

This premium will be paid for the period during which the property remained uninsured, but not for any period before this insurance started.
- (3) We will not pay more than £100,000 for any one property.

Asset Protection Theft

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.

Damage

Physical loss, destruction or damage.

Property Insured

Property insured as detailed in The Schedule.

Cover

We will indemnify You in respect of Damage to the Property Insured occurring during the Period of Insurance

- (1) in The Premises by theft or attempted theft
- (2) in respect of buildings at The Premises where You are responsible for the repairs by theft or attempted theft involving entry into or exit from The Premises by forcible and violent means
- (3) by theft involving violence or threat of violence to You, Your partners, directors or Employees.

Basis of Claim Settlement – Indemnity

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) and (4) below only apply to Charities and Not For Profit Organisations]

However in respect of

- (3) second- hand Stock and Materials in Trade which are purchased by You, indemnity will be based on the purchase price or the market value whichever is the lower

If in relation to any claim You have failed to comply with the following, You will lose Your right to indemnity under this Section.

You must keep a record of the second-hand Stock and Materials in Trade purchase price, together with invoices and receipts.

- (4) 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

unless the Basis of Claim Settlement – Reinstatement clause or any other alternate basis of settlement is stated to apply.

The maximum We will pay under this Section in any one Period of Insurance will not exceed

- (1) the Sum Insured on each item,
- or

Asset Protection Theft

Cover

(continued)

-
- (2) the Total Sum Insured,
or
 - (3) any other maximum amount payable or Limit of Liability specified in The Schedule.

Clauses

The following Clauses apply to this Section in addition to the Property Damage and Theft – Clauses.

Changing Locks

We will indemnify You in respect of the cost of changing locks at The Premises following loss of keys, including safe keys, by theft or attempted theft from

- (1) The Premises
- (2) Your home
- (3) Your directors' homes
- (4) Your authorised Employees' homes

or while in Your custody or that of an Employee following theft involving violence or threat of violence to You or an Employee.

If the keys belong to a safe they must be

- (i) removed from The Premises overnight
- (ii) kept in a secure place away from the safe when You or an Employee occupy The Premises.

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

Theft of Computers and Audio Visual Equipment

Cover under Item 1 of this Section extends to include computer hardware and software, audio and visual equipment at The Premises.

The maximum We will pay for any one claim in respect of such items will be the Sum Insured under Item 1 or £100,000 whichever is the lower.

Additional Clauses

The following Additional Clauses apply to this Section only if stated as applying in The Schedule.

Collusion

We will indemnify You in respect of Damage to the Property Insured in The Premises caused by

- (a) theft or attempted theft involving entry into or exit from The Premises by forcible and violent means,
or
- (b) theft involving violence or threat of violence to You, Your directors, Your partners or Employees,

where any of Your Employees are involved as principal or accessory.

First Loss

If at the time of Damage the total value of property described in the item stated in The Schedule as being subject to this Additional Clause is greater than the amount You have declared as the total value of such property, You will bear a rateable share of the loss.

Asset Protection Theft

Additional Clauses (continued)

Stock Declaration

The insurance on Stock and Materials in Trade as insured under the item(s) stated in The Schedule as being subject to this Additional Clause is subject to the following

- (1) You must declare to Us the value of the property on
 - (a) the last day of each month if The Schedule states that monthly declarations are required,
 - or
 - (b) the last day of each of the months of March, June, September and December if The Schedule states that quarterly declarations are required.
- (2) If You do not provide Us with written confirmation of the values within 30 days of the due date, We will take the Sum Insured stated in The Schedule to be the value declared.
- (3) If You declare a value greater than the Sum Insured, We will take the Sum Insured stated in The Schedule to be the value declared.
- (4) The first and annual premiums paid on these items are provisional.

At the end of each Period of Insurance We will calculate the actual premium by applying the rate to the average amount declared.
- (5) If the actual premium is more than the provisional premium paid, You will pay the difference.

If the actual premium is less than the provisional premium paid, We will refund the difference but this will not exceed 33 1/3% of the first or annual premium respectively.
- (6) The item Sum Insured will not be reduced by the amount of any claim. However, You must pay the additional premium required to reinstate the Sum Insured.
- (7) Every insurance on Stock and Materials in Trade must be similar in wording with this insurance.

Day One Basis of Settlement

For each Item of Property Insured to which this Additional Clause applies (as stated in The Schedule).

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

Declared Value shall mean

Your assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of the Basis of Settlement-Reinstatement 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

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

The Declared Value incorporated in each Item is stated in The Schedule.
- (2) You must notify Us of the Declared Value at the start of each Period of Insurance.

If You fail to notify Us of the Declared Value at the start of any Period of Insurance, We will use the last Declared Value notified to Us for the following Period of Insurance.

Asset Protection Theft

Additional Clauses (continued)

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

Conditions

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

(1) Average

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

- (a) be responsible for the difference
- (b) bear a proportionate share of the loss.

(2) Our Rights

If Damage occurs which may lead to a claim We may

- (a) enter or take possession of the building or The Premises
- (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.

We will not pay for any Damage if You or anyone acting on Your behalf

- (i) do not comply with Our requirements
- (ii) hinder or obstruct Us.

(3) Protections

If in relation to any claim in respect of Damage caused by theft or attempted theft, You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

Whenever The Premises are

- (a) closed for business,
- or
- (b) left unattended

You must ensure that all security devices provided to protect The Premises are properly fitted and put into full operation.

Asset Protection Theft

Exceptions

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

We will not indemnify You in respect of

- (1) Damage
 - (a) in any part of The Premises not occupied by You in connection with The Business
 - (b) in yards, open sided buildings, compounds, or other open spaces unless specifically mentioned in The Schedule
 - (c) when The Premises are Unoccupied
 - (d) caused by or consisting of acts of fraud or dishonesty
 - (e) caused by or consisting of
 - (i) disappearance
 - (ii) unexplained or inventory shortage
 - (iii) misfiling, misplacing of information or clerical error.
- (2) Damage to
 - (a) electronic audio and visual equipment
 - (b) cigarettes, cigars, tobacco, wines, spirits and other alcoholic drinks exceeding £1,000 in total
 - (c) computer hardware and software
 - (d) explosives and hazardous substances
 - (e) furs, curios and antiques
 - (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 bonds
 - (l) rare books and works of artunless 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
- (4) Damage to property more specifically insured by You or on Your behalf.
- (5) any consequential loss or damage.
- (6)
 - (a) Loss of Data
 - (b) any Damage to Computer and Electronic Equipment or Failure resulting directly or indirectly from, or in connection with
 - (i) Virus or Similar Mechanism,
 - (ii) Denial of Service Attack,
 - (iii) unauthorised access to or use of Computer and Electronic Equipment.However, We will indemnify You in respect of subsequent Damage to the Property Insured caused by or resulting from Defined Contingencies (15) and (16) which is not otherwise excluded.
- (7) the Excess stated in The Schedule.

Asset Protection Computer

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.

Accident	<ol style="list-style-type: none">(1) Damage which is insured under this Section.(2) Damage which is recoverable under guarantee, maintenance, rental, hire or lease agreement on the Equipment.(3) Damage to Equipment which is not subject to a Maintenance Agreement arising from its own breakdown or derangement.(4) Prevention of Access.(5) The accidental failure or fluctuation of Your supply of electricity at the terminal ends of Your supplier's feed to The Premises from any cause which is not specifically excluded.(6) The accidental failure of the internal distribution wiring within The Premises for supply of electricity from the terminal ends of Your supplier's feed to the Equipment from any cause which is not specifically excluded.(7) The accidental failure of any telecommunication links to the Equipment at The Premises from any cause which is not specifically excluded.(8) Damage to data contained in Data Carrying Materials and fixed disks resulting from an identifiable cause which is discovered during the Period of Insurance.
-----------------	---

Damage	Loss, destruction or damage.
---------------	------------------------------

Data Carrying Materials	<p>Current and back-up</p> <ol style="list-style-type: none">(1) disks(2) tapes(3) other materials <p>incorporating stored programs or data.</p> <p>We will not indemnify You in respect of fixed disks and paper records.</p>
--------------------------------	--

Equipment	<p>The following items specified as insured in The Schedule which belong to You or for which You are responsible including software or programs contained in or for use with the Equipment.</p> <p>We will not indemnify You for property which is more specifically insured.</p>
------------------	---

Asset Protection Computer

Definitions (continued)

Computer Equipment

Equipment, including

- (a) fixed disks
- (b) interconnected wiring
- (c) air conditioning and cooling equipment
- (d) generating and voltage regulating equipment
- (e) satellite, telecommunication links and computerised telephone exchanges
- (f) electronic access equipment
- (g) temperature and humidity recording equipment
- (h) Data Carrying Materials

used for processing, communicating and storing electronic data.

We will not indemnify You in respect of

- (1) Equipment held as stock.
- (2) customer's equipment.
- (3) facsimile and photocopying machines, digital cameras and similar machinery not used for the processing of electronic data.
- (4) Equipment which controls or monitors any manufacturing process.

Portable Equipment

Computer Equipment designed to be carried by hand used away from The Premises. This includes, but is not limited to, Laptops, Palmtops and Handheld Computers.

Europe

The member countries of the European Union, Iceland, Liechtenstein and Norway.

Indemnity Period

The period during which The Business results are affected due to an Accident, beginning with the occurrence of the Accident and ending not later than the Maximum Indemnity Period.

Maintenance Agreement

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

Maximum Indemnity Period

The number of months stated in The Schedule.

Prevention of Access

- (1) Damage to property which is within one mile of the boundary of The Premises
or
- (2) the exercise by any public or police authority of its powers for the sole purpose of safeguarding life or property due to an emergency event within one mile of the boundary of The Premises

which prevents You gaining access to the property or using the Equipment.

Asset Protection Computer

Damage to Equipment Cover

We will indemnify You in respect of Damage to the Equipment occurring during the Period of Insurance at The Premises.

The maximum We will pay

- (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.
- (2) in any one Period of Insurance will not exceed the Sum Insured stated on the item and any additional sums stated by a clause.

Clauses

The following clauses apply to Damage to Equipment.

Accidental Discharge of Gas Systems

We will indemnify You in respect of the costs incurred in refilling the cylinders of any gas flooding systems installed solely for the protection of the Equipment provided that the discharge is accidental.

The maximum We will pay in respect of any one claim is £25,000.

Additional Equipment

We will indemnify You in respect of Damage to additional Equipment acquired in the Period of Insurance.

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

- (1) 25% of the Total Sum Insured specified in The Schedule under Damage to Equipment,

or

- (2) £250,000

whichever is the lower.

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.

Additional Interests

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

Anti-Theft Devices

When Damage occurs to any anti-theft device which is permanently fitted to the Equipment We will indemnify You in respect of the costs incurred to replace or repair the device.

The maximum We will pay in respect of any one claim is £25,000.

Clauses *(continued)*

Basis of Settlement and Average

In the event of Damage to the Equipment, the basis upon which We will calculate the amount We will pay for any claim will be as follows.

Where the Equipment

- (a) cannot be repaired economically We will pay for its replacement with Equipment of similar capacity and specification to that of the damaged 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.
- (b) is repaired it will be 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 Equipment had been completely destroyed.

- (c) (a) and (b) above include the additional cost of reinstating the Equipment necessary to comply with any
 - (i) European Community legislation
 - (ii) Act of Parliament
 - (iii) Bye laws of any public authority.

We will not indemnify You in respect of

- (a) costs incurred
 - (i) where notice was served on You before the Damage occurred
 - (ii) where an existing requirement must be completed within a stipulated period
 - (iii) for Equipment which has not suffered Damage.
- (b) charge or assessment arising from capital appreciation following compliance with any legislation or Bye law.

The work of reinstatement

- (1) may be carried out on another site and in a manner suitable to Your needs, but this must not increase Our liability.
- (2) must begin and be carried out as quickly as possible.

However, the maximum We will pay will not exceed the item Sum Insured specified in The Schedule under Damage to Equipment.

We will not make any payment under this clause

- (1) until replacement or repair costs have actually been incurred.
- (2) if You do not comply with any of the terms of this clause.

If, for any reason, a payment cannot be made in accordance with the provisions of this clause, the basis of claim settlement will be as stated in the Contract of Insurance at the front of this policy.

Clauses *(continued)*

Debris Removal

We will indemnify You in respect of the costs incurred in the removal of Equipment which has suffered Damage under this Section.

The maximum We will pay in respect of any one claim is £50,000.

Incompatibility of Software or Programs

Where Damage to Equipment results in the existing software or programs being incompatible with the replacement Equipment We will at Our option indemnify You in respect of either

- (1) necessary modifications to the replacement Equipment.
- (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 Carrying Materials.

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

- (1) the Total Sum Insured specified in The Schedule under Damage to Equipment,
or
- (2) £50,000

whichever is the lower.

Loss Avoidance Measures

We will indemnify You in respect of any costs necessarily and reasonably incurred by You to avoid or reduce impending Damage provided that

- (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 reduced as a result of the measures taken.
- (2) the policy terms exceptions and conditions will apply as if Damage had occurred.

The maximum We will pay in respect of any one claim is £25,000.

Non-invalidity

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

However, You must

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

Repair Investigation Costs

We will indemnify You in respect of any repair investigation costs including consulting engineer fees, necessarily and reasonably incurred with Our consent in the repair or replacement of Equipment which has suffered Damage.

The maximum We will pay in respect of any one claim is £25,000.

We will not indemnify You in respect of the costs of preparing a claim.

Software or Programs

We will indemnify You in respect of the cost of reinstating software or programs arising from erasure, distortion or corruption occurring during the Period of Insurance and resulting from an identifiable event which is covered under this Section and not otherwise excluded.

Clauses *(continued)*

Temporary Removal or Transit

We will indemnify You in respect of Damage to

- (1) Equipment insured under this Section whilst temporarily removed from The Premises anywhere in Europe including whilst in transit.

The maximum We will pay for any one claim is

- (1) the Total Sum Insured specified in The Schedule under Damage to Equipment

or

- (2) (a) £5,000 in respect of theft or attempted theft from an Unattended Vehicle

- (b) £50,000 in respect of any other damage

whichever is the lower.

- (2) Data Carrying Materials insured under this Section anywhere in the world.

- (3) Portable Equipment specified in The Schedule whilst anywhere in the world.

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

- (1) the Sum Insured specified in The Schedule for Portable Equipment

or

- (2) (a) £5,000 in respect of theft or attempted theft from an Unattended Vehicle

- (b) £50,000 in respect of any other damage

whichever is the lower.

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

You must ensure that while the Equipment is

- (a) left in any Unattended Vehicle

- (i) the vehicle is securely locked, its keys, key card or remote control transmitter are removed, all windows are securely closed and all security devices to protect the vehicle are set to operate.

- (ii) the vehicle is kept in a securely locked building, compound or enclosure between the hours of 9.00pm and 6.00am, unless it is aboard a ship or ferry.

- (iii) the Equipment is

- concealed from view.
- stored in the boot or under the parcel shelf where such facilities are available.

- (b) in transit by air it is carried as hand luggage.

- (c) in transit by ship or ferry and not in use, it is kept in a securely locked cabin or vehicle aboard such vessel.

Asset Protection Computer

Clauses *(continued)*

Temporary Repair and Expediting Costs

We will, at Our option, indemnify You in respect of the additional costs necessarily and reasonably incurred in making temporary repairs or accelerating repairs in the event of Damage to the Equipment insured under this Section.

The maximum We will pay in respect of any one claim is £50,000.

Virus Seek and Destroy Costs

We will indemnify You in respect of costs necessarily and reasonably incurred by You to locate and remove a detectable Virus or Similar Mechanism contained in any Equipment or Data Carrying Materials.

The maximum We will pay in respect of any one claim is £25,000.

Waste Electrical and Electronic Equipment Disposal Costs

We will indemnify You in respect of any costs necessarily and reasonably incurred by You in complying with the Waste Electrical and Electronic Equipment Regulations in respect of Equipment following Damage insured under this Section.

The maximum We will pay in respect of any one claim is £25,000.

We will not indemnify You in respect of costs that You accept responsibility for as part of a contract to purchase new Equipment.

Exceptions

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.

We will not indemnify You in respect of

- (1) Damage to Equipment which is recoverable under any guarantee or maintenance rental hire or lease agreement.
- (2) loss of use of the Equipment or other consequential loss or liability.
- (3) the cost of reinstating data.
- (4) the Excess but the Excess shall not apply to Damage caused by fire, lightning, explosion, aircraft or aerial devices or articles dropped from them.

Conditions

The following conditions apply 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.

Average

If at the time of Damage the Total Sum Insured plus the value of any Equipment insured under the Additional Equipment Clause is less than 85% of the total new replacement value of Equipment You will

- (a) be responsible for the difference.
- (b) bear a proportionate part of the loss.

Asset Protection Computer

Increased Cost of Working Cover

We will indemnify 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 an Accident which occurs during the Period of Insurance.

The maximum We will pay will not exceed

- (1) in respect of any one loss arising from Prevention of Access £50,000 or the Sum Insured if lower.
- (2) in any one Period of Insurance in respect of
 - (a) any loss arising from a Virus or Similar Mechanism
 - (i) the Sum Insured specified in The Schedule
 - or
 - (ii) £50,000
 - whichever is the lower.
 - (b) any other loss the Sum Insured specified in The Schedule and any additional sums stated by a clause.

Clauses

The following clauses apply to Increased Cost of Working.

Additional Rental Charge

We will indemnify 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 Accident.

The maximum period for which We will provide indemnity is two years commencing from the date of the Accident.

The maximum We will pay in respect of any one claim is £25,000.

Auditors and Professional Accountants

The Sum Insured specified in The Schedule includes an amount for Your auditor's and professional accountant's reasonable charges for

- (1) producing information We require to investigate a claim
- and
- (2) confirming that information is in accordance with
 - (a) Your business books, documents or records
 - and
 - (b) any other relevant business books, documents or records.

Payments on Account

Claims payments on account may be made to You during the Indemnity Period, if required.

Exceptions

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.

We will not indemnify You in respect of

- (1) interruption to or interference with The Business as a result of
 - (a) accidental failure of Your electricity supply lasting less than four hours.
 - (b) accidental failure of any telecommunication system lasting less than eight hours.
 - (c) breakdown or derangement of any item of Equipment that has not completed a period of one month's trouble free operation.
 - (d) Prevention of Access lasting less than 12 hours.

Asset Protection Computer

Exceptions

(continued)

- (2) interruption to or interference with The Business during the first 48 hours following breakdown or derangement of Equipment which is not subject to a Maintenance Agreement.
- (3) the cost of reinstating data or programs.
- (4) interruption or interference to The Business where the length of the interruption does not exceed the time franchise specified in The Schedule.

Conditions

The following conditions apply to Increased Cost of Working in addition to the Conditions at the end of this Section and the policy Conditions at the back of this policy.

Reinstatement of Data Cover

We will indemnify You in respect of the necessary and reasonable cost of reinstating data contained in the Data Carrying Material and fixed disks resulting from Damage from an identifiable cause which is discovered during the Period of Insurance.

The maximum We will pay in any Period of Insurance will not exceed in respect of

- (1) any loss arising from a Virus or Similar Mechanism
 - (a) the Sum Insured specified in The Schedule
 - or
 - (b) £50,000whichever is the lower.
- (2) any other loss the Sum Insured specified in The Schedule and any additional sums stated by a clause.

Exceptions

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.

We will not indemnify You in respect of

- (1)
 - (a) loss of
 - (b) loss of use of
 - (c) inaccessibility ofdata or programs arising from pre-existing faults in or the unsuitability of programs or computer systems software.
- (2) the Excess but the Excess shall not apply to Damage caused by fire, lightning, explosion, aircraft or aerial devices or articles dropped from them.

Conditions

The following conditions apply to Reinstatement of Data in addition to the Conditions at the end of this Section and the Policy Conditions at the back of this policy.

Asset Protection Computer

Clauses

The following clauses apply to Reinstatement of Data.

Incompatibility of Data

Where Damage to the Equipment results in the existing data being incompatible with the replacement Equipment We will indemnify You in respect of the cost of conversion of the existing data into a format which is compatible with the replacement Equipment.

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

(1) the Sum Insured specified in The Schedule under Reinstatement of Data

or

(2) £50,000

whichever is the lower.

Payments on Account

Claims payments on account may be made to You, if required.

Research And Development Costs

We will indemnify You against the cost of re-writing data processing research and development projects to the stage reached immediately prior to the occurrence of the Damage.

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

(1) the Sum Insured specified in The Schedule under Reinstatement of Data

or

(2) £25,000

whichever is the lower.

We will not indemnify You in respect of any benefit to You which would have been obtained from the completion of the project had the Accident not occurred.

Exceptions

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

We will not indemnify You in respect of

- (1) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory 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 of Her Majesty's government in the United Kingdom or any other government de jure or de facto

Exceptions (continued)

- (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 under this Section the burden of proving that any such Damage is covered under this Section will be upon You.

- (2) Damage or interruption to or interference with The Business caused by
 - (a) Your wilful act or wilful neglect.
 - (b) wear and tear gradual deterioration due to atmospheric conditions or otherwise rust corrosion or oxidation.However We will indemnify You for any subsequent Damage resulting from such cause not otherwise excluded.
- (3) Increased Cost of Working or Reinstatement of Data resulting from
 - (a) any accidental failure of the telecommunication links
 - (b) any accidental failure of Your electricity supplycaused by
 - (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.
 - (ii) the exercise of any supply authority's power to withdraw or restrict supply or services.
 - (iii) industrial action.
- (4) any accidental failure of the telecommunication links caused by
 - (a) Equipment which is not
 - (i) properly installed or compatible with the telecommunications system provided by Your telecommunication services supplier.
 - (ii) recognised and approved by Your telecommunication 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.
- (5) Damage directly or indirectly caused by or contributed to 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 or arising from
 - (a) disappearance.
 - (b) unexplained or inventory shortage.

Asset Protection Computer

Conditions

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

(1) Data Backup

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 store data, software or programs and maintain adequate backup copies by backing up

- (a) the original disks or media and storing in a fire resistant data safe or in a secure location away from The Premises.
- (b) all data produced by the software or programs no less than once a day or any other period agreed by Us.

The integrity of any data backup must be validated using operating system routines or checks produced by the software supplier.

(2) Firewall

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.

You will ensure that any Equipment that is connected to the internet is protected by a suitable firewall which is regularly maintained and in full and effective operation at the time of a loss.

(3) Prevention of Loss

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

You must

- (a) maintain the Equipment in a satisfactory state of repair.
- (b) take all reasonable precautions to prevent Damage to the Equipment or loss of data or programs.

(4) Virus

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

You must install suitable virus protection software and ensure that it is

- (a) updated at intervals of at least once a month
- and
- (b) in full and effective operation at the time of a loss.

(5) Option for Settlement

We may at Our option

- (a) repair, reinstate or replace any Equipment damaged
- or
- (b) pay the amount of the Damage.

We do not include

- (i) temporary repairs carried out without Our consent.
- (ii) the cost of any alterations, additions, improvements or overhauls carried out when any repair is undertaken.

Asset Protection Computer

Conditions

(continued)

(6) Our Rights

If Damage occurs which may lead to a claim We may

- (a) enter the building or premises
- (b) 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.

We will not pay for Damage if You or anyone acting on Your behalf

- (i) do not comply with Our requirements.
- (ii) hinder or obstruct Us.

(7) Suspension of Cover

We may suspend cover by notice in writing to You until any requirement We have stipulated has been completed by You. Cover will only be reinstated following written notice by Us.

If cover is suspended We will refund a proportionate part of the premium.

Clauses

The following Clauses apply to this Section

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.

Subrogation Waiver

In the event of a claim arising under this Section, We Agree to waive any rights, remedies or relief to which We may be entitled by subrogation against

- (1) any company whose relationship to You is either a parent to subsidiary or subsidiary to parent
- (2) any company which is a subsidiary of a parent company of which You are a subsidiary

as defined within the relevant legislation current at the time of Damage.

- (3) any user of the Equipment authorised by You provided that
 - (a) such users observe fulfil and are subject to the terms conditions and limitations of this policy.
 - (b) You do not receive any form of indemnity or damages from such users.

Asset Protection Electronic Equipment

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.

Accident	<ol style="list-style-type: none">(1) Damage which is insured under this Section.(2) Prevention of access.(3) The accidental failure or fluctuation of Your supply of electricity at the terminal point of Your supplier's feed to The Premises from any cause which is not specifically excluded.(4) The accidental failure of the internal distribution wiring within The Premises for supply of electricity from the terminal point of Your supplier's feed to the Equipment from any cause which is not specifically excluded.(5) Damage to Data contained in Data Carrying Materials and fixed disks resulting from an identifiable cause which is discovered during the Period of Insurance.
Damage	Accidental loss, destruction or damage.
Data Carrying Materials	<p>Current and back-up</p> <ol style="list-style-type: none">(1) disks(2) tapes(3) other materials <p>incorporating stored programs or data.</p> <p>We will not indemnify You for fixed disks and paper records.</p>
Equipment	<p>Equipment as specified as insured in The Schedule which belongs to You or for which You are responsible including Data Carrying Materials and Portable Equipment.</p> <p>We will not indemnify You for property which is more specifically insured.</p>
Indemnity Period	The period during which The Business results are affected due to an Accident, beginning with the date of the Accident and ending not later than the Maximum Indemnity Period.
Maximum Indemnity Period	The number of months stated in The Schedule.
Portable Equipment	Equipment used away from The Premises.
Prevention of Access	<ol style="list-style-type: none">(1) Damage to property which is within one mile of the boundary of The Premises or(2) the exercise by any public or police authority of its powers for the sole purpose of safeguarding life or property due to an emergency event within one mile of the boundary of The Premises <p>which prevents You gaining access to the property or using the Equipment.</p>

Asset Protection Electronic Equipment

Damage to Equipment Cover

We will indemnify You in respect of Damage to the Equipment occurring during the Period of Insurance at The Premises.

The maximum We will pay in any one Period of Insurance will be the Sum Insured on the item and any additional sums stated by a clause.

Clauses

The following clauses apply to Damage to Equipment.

Additional Equipment

We will indemnify You in respect of Damage to additional Equipment acquired in the Period of Insurance.

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

(1) 25% of the Total Sum Insured specified in The Schedule under Damage to Equipment,

or

(2) £250,000

whichever is the lower.

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.

Additional Interests

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

Anti-Theft Devices

When Damage occurs to any anti-theft device which is permanently fitted to the Equipment We will indemnify You in respect of the costs incurred to replace or repair the device.

The maximum We will pay in respect of any one claim is £25,000.

Basis of Settlement for Owned Equipment

In the event of Damage to the Equipment which is owned by You We will calculate the amount We will pay for any claim as follows.

Where the Equipment

(a) cannot be repaired economically We pay for its replacement with Equipment of similar capacity and specification to that of the damaged 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.

(b) is repaired it will be 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 Equipment had been completely destroyed.

(c) (a) and (b) above includes the costs necessary to comply with any

(1) European Union legislation

(2) Act of Parliament

(3) Byelaws of any public authority.

Asset Protection Electronic Equipment

Clauses *(continued)*

We will not indemnify You in respect of

- (a) costs incurred
 - (i) where notice was served on You before the Damage occurred.
 - (ii) where an existing requirement must be completed within a stipulated period.
 - (iii) for Equipment which has not suffered Damage.
 - (iv) for property or parts of the property, other than foundations (unless foundations are specifically excluded), which have not suffered Damage.
- (b) any charge or assessment arising from capital appreciation following compliance with any legislation or Bye law.

The work of reinstatement

- (1) may be carried out on another site and in a manner suitable to Your needs, but this must not increase Our liability.
- (2) must begin and be carried out as quickly as possible.

We will not make any payment under this clause

- (1) until replacement or repair costs have actually been incurred.
- (2) if You do not comply with any of the terms of this clause.

If, for any reason, a payment cannot be made in accordance with the provisions of this clause, the basis of claim settlement will be as stated in the Contract of Insurance at the front of this policy.

Basis of Settlement for Hired In Equipment

In the event of Damage to the Equipment which is hired in by You We will indemnify You for Your legal liability under the contract of hire for compensation in respect of

- (1) Damage to Equipment
- (2) continuing hire charges in respect of Equipment whilst being repaired or replaced as a direct result of Damage.

The maximum We will pay in respect of any one claim is £100,000.

Debris Removal

We will indemnify You in respect of the costs incurred in the removal of Equipment which has suffered Damage under this Section.

The maximum We will pay in respect of any one claim is £50,000.

Incompatibility of Software or Programs

Where Damage to Equipment results in the existing software or programs being incompatible with the replacement Equipment We will at Our option indemnify You in respect of either

- (1) necessary modifications to the replacement Equipment,
or
- (2) the conversion of the existing software or programs into a format which is compatible with the replacement Equipment and necessary cost of replacing incompatible Data Carrying Materials.

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

- (1) the Total Sum Insured specified in The Schedule under Damage to Equipment,
or
- (2) £50,000

whichever is the lower.

Asset Protection Electronic Equipment

Clauses *(continued)*

Loss Avoidance Measures

We will indemnify You in respect of any costs necessarily and reasonably incurred by You to avoid or reduce impending Damage provided that

- (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 reduced as a result of the measures taken.
- (2) the policy terms exceptions and conditions will apply as if Damage had occurred.

The maximum We will pay in respect of any one claim is £25,000.

Non-invalidity

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

However, You must

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

Repair Investigation Costs

When agreed by Us We will indemnify You in respect of any repair investigation costs including consulting engineer fees necessarily and reasonably incurred in the repair or replacement of Equipment provided Damage has occurred.

The maximum We will pay in respect of any one claim is £25,000.

We will not indemnify You in respect of the costs of preparing a claim.

Software or Programs

We will indemnify 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.

Clauses *(continued)*

Temporary Removal

We will indemnify You in respect of Damage to

- (1) Data Carrying Materials insured under this Section whilst anywhere in the world.
- (2) Portable Equipment specified in The Schedule whilst anywhere in the world.

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

- (a) the Sum Insured specified in The Schedule for Portable Equipment,
or
- (b) (i) £5,000 in respect of theft or attempted theft from an Unattended Vehicle
(ii) £50,000 in respect of any other Damage

whichever is the lower.

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

You must ensure that while Equipment is

- (1) left in any Unattended Vehicle
 - (a) the vehicle is securely locked, its keys, key card or remote control transmitter are removed, all windows are securely closed and all security devices to protect the vehicle are set to operate.
 - (b) the vehicle is kept in a locked building of substantial construction or guarded security park between the hours of 9.00pm and 6.00am, unless it is aboard a ship or ferry.
 - (c) the Equipment is
 - (i) concealed from view.
 - (ii) stored in the boot or under the parcel shelf where such facilities are available.
- (2) in transit by air it is carried as hand luggage.
- (3) in transit by ship or ferry and not in use, it is kept in a securely locked cabin or vehicle aboard such vessel.

Temporary Repair and Expediting Costs

We will, at Our option, indemnify You in respect of the additional costs necessarily and reasonably incurred in making temporary repairs or accelerating repairs in the event of Damage to the Equipment insured under this Section.

The maximum We will pay in respect of any one claim is £50,000.

Virus Seek and Destroy Costs

We will indemnify you in respect of costs necessarily and reasonably incurred by You to locate and remove a detectable Virus or Similar Mechanism contained in any Equipment or Data Carrying Materials.

The maximum We will pay in respect of any one claim is £25,000.

Waste Electrical and Electronic Equipment Disposal Costs

We will indemnify You in respect of any costs necessarily and reasonably incurred by You in complying with the Waste Electrical and Electronic Equipment Regulations in respect of Equipment following Damage insured under this Section.

The maximum We will pay in respect of any one claim is £25,000.

We will not indemnify You in respect of costs that You accept responsibility for as part of a contract to purchase new Equipment.

Asset Protection Electronic Equipment

Exceptions

The following exceptions apply to Damage to Equipment in addition to the Section Exceptions at the end of this Section and the Policy Exceptions at the back of this policy.

We will not indemnify You in respect of

- (1) Damage caused by or consisting of
 - (a) mechanical or electrical breakdown, failure, breakage or derangement.
 - (b) gradual deterioration or wear and tear or gradually developing defects.However, We will indemnify You for any subsequent Damage which results from a cause not otherwise excluded.
- (2) light sources, fuses, non-rechargeable batteries, filters and items which require periodic replacement.
- (3) loss of use of the Equipment or other consequential loss or liability.
- (4) the cost of reinstating data.
- (5) the Excess.

Conditions

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

Average

If at the time of Damage the Sum Insured plus the value of any Equipment insured under the Additional Equipment Clause is less than 85% of the total new replacement value of Equipment You will

- (1) be responsible for the difference.
- (2) bear a proportionate part of the loss.

Increased Cost of Working Cover

We will indemnify 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 an Accident which occurs during the Period of Insurance.

The maximum We will pay will not exceed

- (1) in respect of any one loss arising from Prevention of Access, £50,000 or the Sum Insured if lower
- (2) in any one Period of Insurance in respect of
 - (a) any loss arising from a Virus or Similar Mechanism
 - (i) the Sum Insured specified in The Schedule,
 - or
 - (ii) £50,000whichever is the lower.
 - (b) any other loss, the Sum Insured specified in The Schedule and any additional sum stated by a clause.

Asset Protection Electronic Equipment

Clauses

The following clauses apply to the Increased Cost of Working

Additional Rental Charge

We will indemnify 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 Accident.

The maximum period for which We will provide indemnity is two years commencing from the date of the Accident.

The maximum We will pay in respect of any one claim is £25,000.

Auditors and Professional Accountants

The Sum Insured specified in The Schedule includes an amount for Your auditor's and professional accountant's reasonable charges for

- (1) producing information We require to investigate a claim,
and
- (2) confirming that information is in accordance with
 - (a) Your business books, documents or records,
and
 - (b) any other relevant business books, documents or records.

Payments on Account

Claims payments on account may be made to You during the Indemnity Period, if required.

Exceptions

The following exceptions apply to Increased Cost of Working Damage to Equipment in addition to the Section Exceptions at the end of this Section and the Policy Exceptions at the back of this policy.

We will not indemnify You in respect of

- (1) the cost of reinstating data or programs.
- (2) interruption to or interference with The Business during the first 24 hours following the Accident.
- (3) interruption or interference with The Business as a result of Prevention of Access lasting less than 12 hours.

Conditions

Increased Cost of Working is subject to the Section Conditions at the back of this Section and the Policy Conditions at the back of this policy.

Asset Protection Electronic Equipment

Reinstatement of Data Cover

We will indemnify You in respect of the necessary and reasonable costs of reinstating data contained in Data Carrying Materials and fixed disks resulting from Damage from an identifiable cause which is discovered during the Period of Insurance.

The maximum We will pay in any Period of Insurance will not exceed in respect of

- (1) any loss arising from a Virus or Similar Mechanism
 - (a) the Sum Insured specified in The Schedule,
 - or
 - (b) £50,000,whichever is the lower.
- (2) any other loss the Sum Insured specified in The Schedule.

Clauses

The following clauses apply to Reinstatement of Data.

Incompatibility of Data

Where Damage to the Equipment results in the existing data being incompatible with the replacement Equipment We will indemnify You in respect of the cost of conversion of the existing data into a format which is compatible with the replacement Equipment.

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

- (1) the Sum Insured specified in The Schedule under Reinstatement of Data,
 - or
 - (2) £50,000,
- whichever is the lower.

Payments on Account

Claims payments on account may be made to You, if required.

Research And Development Costs

We will indemnify You against the cost of re-writing data processing research and development projects to the stage reached immediately prior to the occurrence of the Damage.

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

- (1) the Sum Insured specified in The Schedule under Reinstatement of Data,
 - or
 - (2) £25,000,
- whichever is the lower.

We will not indemnify You in respect of any benefit to You which would have been obtained from the completion of the project had the Accident not occurred.

Exceptions

The following exceptions apply to Reinstatement of Data in addition to the Section Exceptions at the end of this Section and the Policy Exceptions at the back of this policy.

We will not indemnify You in respect of

- (1) (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.
- (2) the Excess.

Asset Protection Electronic Equipment

Conditions

Reinstatement of Data is subject to the Section Conditions at the back of this Section and the Policy Conditions at the back of this policy booklet.

Clauses

The following Clause applies to Reinstatement of Data.

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 the additional premium required to reinstate the Sums Insured.

Exceptions

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

We will not indemnify You in respect of

- (1) Damage or interruption to or interference with The Business caused by
- (a) Your wilful act or wilful neglect.

- (b) wear and tear gradual deterioration due to atmospheric conditions or otherwise rust corrosion or oxidation.

However We will indemnify You for any subsequent Damage resulting from such cause not otherwise excluded.

- (2) Increased Cost of Working or Reinstatement of Data resulting from any accidental failure of Your electricity supply,

caused by

- (a) 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.
- (b) the exercise of any supply authority's power to withdraw or restrict supply or services.
- (c) industrial action.

- (3) Damage or interruption to or interference with The Business caused when the Equipment is hired out.

- (4) Damage or interruption to or interference with The Business caused by or contributed to 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.

- (5) Damage caused by or contributed to or arising from

- (a) disappearance.
- (b) unexplained or inventory shortage.

Exceptions

(continued)

- (6) any loss or Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory 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 of Her Majesty's government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
 - the use or threat of force and/or violence and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological 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.

Conditions

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

(1) Data Backup

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

You must store data, software or programs and maintain adequate backup copies by backing up

- (a) the original disks or media and storing in a fire resistant data safe or in a secure location away from The Premises.
- (b) all data produced by the software or programs no less than once a day or any other period agreed by Us. The integrity of any data backup must be validated using operating system routines or checks produced by the software supplier.

(2) Firewall

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.

You will ensure that any Equipment that is connected to the internet is protected by a suitable firewall which is regularly maintained and in full and effective operation at the time of a loss.

Asset Protection Electronic Equipment

Conditions

(continued)

(3) Our Rights

If Damage occurs which may lead to a claim We may

- (1) enter or take possession of the building or The Premises
- (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.

We will not pay for Damage if You or anyone acting on Your behalf

- (1) do not comply with Our requirements.
- (2) hinder or obstruct Us.

You are not entitled to abandon Equipment to Us.

(4) Prevention of Loss

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

You must

- (a) maintain the Equipment in a satisfactory state of repair.
- (b) take all reasonable precautions to prevent Damage to the Equipment or loss of data or programs.

(5) Suspension of Cover

We may suspend cover by notice in writing to You until any requirement We have stipulated has been completed by You. Cover will only be reinstated following written notice by Us.

If cover is suspended We will refund a proportionate part of the premium.

(6) Virus

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

You must install suitable virus protection software and ensure that it is

- (a) updated at intervals of at least once a month,
and
- (b) in full and effective operation at the time of a loss.

Endorsements

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

Asset Protection Business All Risks

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.

Damage

Physical loss, destruction or damage.

Property Insured

Property insured as detailed in The Schedule.

Cover

We will indemnify You in respect of Damage, occurring during the Period of Insurance, to Property Insured as detailed in The Schedule.

Basis of Claim Settlement – Indemnity

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

- (1) 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 loss in value of the Property Insured

unless the Basis of Claim Settlement – Reinstatement clause or any other alternate basis of settlement is stated to apply.

The maximum We will pay under this Section in any one Period of Insurance will not exceed

- (1) the Sum Insured on each item
or
- (2) the Total Sum Insured
or
- (3) any other maximum amount payable or Limit of Liability specified in The Schedule.

Clauses

The following clauses apply to this Section.

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.

Average

Each of the Sums Insured by this Section 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

- (a) be responsible for the difference
- (b) bear a proportionate share of the loss.

Clauses(*continued*)

Basis of Claim Settlement - Reinstatement

In the event of Damage to the Property Insured, except for any items on Computer and Electronic Office Equipment, the basis upon which We will calculate the amount We will pay in respect of any claim will be the reinstatement of the property lost, destroyed or damaged, subject to the following conditions

- (1) Where the Property Insured is
 - (a) lost or destroyed, We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new.
 - (b) damaged, We will pay for the replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.

However, We will not pay more than We would have done if the property has been completely destroyed.
- (2) Where Computer and Electronic Office Equipment is insured by this Section and such property is
 - (a) lost or destroyed beyond economic repair, We will pay for its replacement by new Computer and Electronic Office Equipment of equal performance and/or capacity but if this is not possible, by Computer and Electronic Office Equipment with the nearest higher performance and/or capacity.
 - (b) damaged, if an economic repair is possible, We will pay for the repair 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.
- (3) The work of reinstatement
 - (a) may be carried out on another site and in a manner suitable to Your needs. However, Our liability must not be increased.
 - (b) must begin and be carried out as quickly as possible.
- (4) The following condition of Average will apply.

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

Additional Clauses

The following Additional Clauses apply to this Section only if stated in The Schedule and in addition to the Clauses contained in this Section.

Exclusion of Theft

This Section excludes Damage to the Property Insured by theft or attempted theft.

Unattended Vehicles in Compounds

We will not indemnify You in respect of 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.

Unattended Vehicles in Locked Buildings

We will not indemnify You in respect of 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 such Vehicle is garaged in a securely locked building of substantial construction.

Unattended Vehicle – Theft

We will not indemnify You in respect of Damage to the Property Insured by theft or attempted theft from any Unattended Vehicle.

Portable Computer Equipment

If in relation to any claim for Damage by theft or attempted theft of Portable Computer Equipment You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim.

You must ensure that

- (1) when Portable Computer Equipment is left in any Unattended Vehicle
 - (i) the vehicle is securely locked and all security devices set in operation
 - (ii) it is kept in a locked building of substantial construction or guarded security park between the hours of 9.00pm and 6.00am unless the vehicle is aboard a ship or ferry
 - (iii) the Portable Computer Equipment is concealed from view
 - (iv) the Portable Computer Equipment is stored in the boot or under the parcel shelf if the vehicle is a private car
- (2) when Portable Computer Equipment is in transit by air it is carried as hand luggage unless instructed otherwise by airline staff.
- (3) when Portable Computer Equipment is in transit by ship or ferry it is kept in a securely locked cabin or road vehicle aboard such vessel.

Asset Protection Business All Risks

Additional Clauses

(continued)

The maximum We will pay for any one or all claims arising out of one cause is:

- (a) £2,500 in respect of theft or attempt thereat from an unattended road vehicle
- (b) £10,000 in respect of any other theft or attempt thereat
- (c) £50,000 in respect of any other Damage.

Definition Portable Computer Equipment

Personal computers, small microcomputers and similar equipment used by You for processing, communicating and storing electronic data and which are designed to be carried by hand.

Exceptions

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

We will not indemnify You in respect of

- (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
 - (i) workmanship
 - (ii) design
 - (iii) materials used in its construction
 - (e) operating error or omission by You or any of Your Employees.

However, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded

- (2) Damage to the Property Insured caused by or consisting of
 - (a) (i) corrosion, rust or rot
 - (ii) shrinkage, evaporation or loss of weight
 - (iii) dampness or dryness
 - (iv) scratching
 - (v) vermin or insects
 - (vi) mould or fungus.
 - (b) change in
 - (i) temperature
 - (ii) colour
 - (iii) flavour
 - (iv) texture
 - (v) finish.
 - (c) (i) nipple or joint leakage
 - (ii) failure of welds
 - (d) its own mechanical or electrical breakdown or derangement.

However, We will indemnify You in respect of

- (i) Damage not otherwise excluded which results from Defined Contingencies (1) to (12), (14) and (16) or any other accidental cause
- (ii) any subsequent Damage which results from a cause not otherwise excluded.

Asset Protection Business All Risks

Exceptions

(continued)

- (3) Damage to the Property Insured caused by pollution or contamination.
However, We will indemnify You in respect of Damage to the Property Insured not otherwise excluded caused by
 - (a) pollution or contamination which results from Defined Contingencies (1) to (12), (14) and (16).
 - (b) Defined Contingencies (1) to (12), (14) and (16) which results from pollution or contamination.
- (4) Damage to the Property Insured caused by
 - (a) acts of fraud or dishonesty.
 - (b)
 - (i) disappearance
 - (ii) unexplained or inventory shortage
 - (iii) misfiling, misplacing of information, or clerical error.
 - (c) theft or attempted theft from any Unattended Vehicle unless there is evidence of forcible and violent entry into the vehicle.
- (5) Damage to any building or structure caused by its own cracking or collapse.
However, We will indemnify You in respect of such Damage if it results from Defined Contingencies (1) to (12) and is not otherwise excluded.
- (6) 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) Damage resulting from the Property Insured undergoing any process of
 - (i) production or packaging
 - (ii) treatment, testing or commissioning
 - (iii) servicing or repair.

However, We will indemnify You in respect of such Damage if it caused by fire or explosion and is not otherwise excluded.
- (7) 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)
 - (c) theft or attempted theft

when The Premises are Unoccupied.
- (8) Damage more specifically insured by You or on Your behalf.
- (9) any consequential loss or damage.
- (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 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.

Exceptions (continued)

Terrorism means

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

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

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

(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 indemnify You in respect of subsequent Damage to the Property Insured, caused by or resulting from Defined Contingencies (1) to (11), (13), (15) and (16) which is not otherwise excluded.

(12) the Excess stated in The Schedule.

Asset Protection

Goods in Transit

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.

Damage	Physical loss, destruction or damage.
Method of Transit	As stated in The Schedule.
Occurrence	An event, or number of events, arising from a single cause or occurrence occurring during the Period of Insurance.
Personal Effects	Personal possessions excluding cash, bank notes, credit cards, watches and jewellery.
Property Insured	Stock and materials in trade connected with The Business which are owned by You or which You are responsible for.
Territorial Limits	England, Wales and Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.
Tools	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.
Vehicle	Any motor vehicle and/or trailer and/or container which You own or operate.

Cover

We will indemnify You in respect of

(1) Damage

- (a) to the Property Insured whilst in transit by the Method of Transit including
- (i) loading and unloading.
 - (ii) whilst temporarily stored during transit.

The maximum We will pay in respect of any one Occurrence is the Maximum Limit Any One Occurrence stated in The Schedule.

- (b) to Your own sheets, ropes, chains, toggles or packing materials while carried on any Vehicle.

We will replace sheets as new if You prove that these were not more than one year old at the time of the Damage.

- (c) to You or Your drivers' Personal Effects in, or from, any Vehicle.

The maximum We will pay in respect of any one person for any one Occurrence is £500.

We will not indemnify You or Your driver for Damage to any item insured by any other insurance policy.

- (d) to Tools

- (i) in or from any Vehicle.
- (ii) whilst temporarily stored during transit.

The maximum We will pay in respect of any one Occurrence is the Tools Limit Any One Occurrence stated in The Schedule.

Asset Protection

Goods in Transit

Cover *(continued)*

(2) Debris Removal

Costs and expenses incurred by You with Our consent

(a) in removing debris

(b) in site clearance

(c) for transhipment and recovery charges following collision, overturning or impact of any Vehicle with any object

(d) to reduce or prevent claims

in the Territorial Limits in connection with The Business.

The maximum We will pay in respect of any one Occurrence is £10,000.

Conditions

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

(1) 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 Limit.

(2) Average

Each Limit 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

(a) be responsible for the difference in value
and

(b) bear a rateable proportion of any loss.

(3) Declarations

The insurance on the Property Insured is subject to the following

The first and annual premiums paid are provisional.

(a) You must declare to Us the actual value of the property in transit for the Period of Insurance within one month of the expiry of the Period of Insurance.

(b) At the end of each Period of Insurance We will calculate the actual premium by applying the rate to the average amount declared.

(c) If the actual premium is more than the provisional premium paid, You will pay the difference.

If the actual premium is less than the provisional premium paid, We will refund the difference.

(d) Every insurance on the Property Insured must be similar in wording with this insurance.

Asset Protection

Goods in Transit

Conditions

(continued)

(4) Reasonable Care

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

You must

- (a) only employ reliable and competent drivers
and
- (b) take all reasonable measures to
 - (i) prevent Damage.
 - (ii) secure loads properly.
 - (iii) maintain any Vehicle in accordance with current law.
 - (iv) ensure any Vehicle is suitable for the purpose for which it is to be used.
- (c) allow Us access to examine any Vehicle which You operate or premises from which You operate.

Exceptions

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

We will not indemnify You in respect of

- (1) Damage caused by
 - (a) defective or inadequate packing, insulation or labelling.
 - (b) evaporation or ordinary leakage.
 - (c) vermin, wear, tear, gradual deterioration or contamination.
 - (d) an existing or hidden defect.
 - (e) delay.
 - (f) inadequate documentation.
 - (g) indirect or consequential loss.
 - (h) its own
 - (i) mechanical
 - (ii) electrical
 - (iii) electronic
 - (iv) electro magnetic derangement.

However, We will indemnify You if such Damage is caused by external means

- (2) shortage in weight.
- (3) Damage caused by deterioration or variation in temperature.
However We will indemnify You if such Damage is caused as a result of any Vehicle being directly involved in a road traffic accident.
- (4) Damage arising from
 - (a) confiscation, requisition or destruction by order of any government or any public authority.
 - (b) riot, civil commotion, strikes, lockouts or labour disturbances.
- (5) Damage
 - (a) occurring outside the Territorial Limits.
 - (b) not connected with The Business .

Asset Protection

Goods in Transit

Exceptions (continued)

- (6) Damage to
 - (a) electronic, audio and visual equipment.
 - (b) clocks and watches that do not contain gold, silver or precious stones
 - (c) computer hardware and software
 - (d) explosives and hazardous substances
 - (e) furs and curios
 - (f) gold and silver articles
 - (g) jewellery and precious stones
 - (h) living creatures
 - (i) Money and bullion, negotiable instruments and specie
 - (j) non ferrous metals
 - (k) rare books, antiques and works of art
 - (l) tobaccos, cigars and cigarettes
 - (m) wines, spirits and other alcoholic drinks
 - (n) temperature controlled goods.

However, We will indemnify You in respect of Damage 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 indemnify You if You have ensured that

 - (a) all doors, windows and other points of access have been locked where locks have been fitted
 - and
 - (b) all manufacturers' 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 including 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.

Asset Protection Money and Assault

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.

Business Hours	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.
Insured Person	You or Your directors, partners or Employees aged between 16 and 75.
Loss of Hearing	Total and permanent loss of hearing in one or both ears.
Loss of Limb	<p>In respect of</p> <p>(1) an arm</p> <p>(a) physical severance of all four fingers or</p> <p>(b) total and permanent loss of use of an entire hand or arm</p> <p>at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand)</p> <p>and/or</p> <p>(2) a leg</p> <p>(a) physical severance or</p> <p>(b) total and permanent loss of use of an entire leg at or above the talo-tibial joint (the ankle).</p>
Loss of Sight	<p>Includes total and permanent loss of sight which will be deemed to have occurred</p> <p>(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</p> <p>(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.</p>
Loss of Speech	Total and permanent loss of speech.
Permanent Total Disablement	<p>Permanent disablement (other than Loss of Hearing, Loss of Limb, Loss of Sight or Loss of Speech) which</p> <p>(1) wholly prevents the Insured Person from engaging in or giving attention to their usual occupation and</p> <p>(2) lasts without interruption for more than 12 months from the date of the accident and</p> <p>(3) in all probability will continue for the remainder of the Insured Person's life.</p>
Temporary Partial Disablement	Disablement which prevents the Insured Person from attending to a substantial part of their usual occupation.
Temporary Total Disablement	Disablement which entirely prevents the Insured Person from engaging in their usual occupation.

Asset Protection Money and Assault

Money Cover

We will indemnify You in respect of

- (1) loss of Money, up to the Limit Any One Loss stated in The Schedule, which
- (a) belongs to You
 - or
 - (b) You are responsible for
- in connection with The Business while
- (i) in transit
 - (ii) in the custody of collectors for 24 hours from the time they receive it or until the next working day whichever is later
 - (iii) on contract sites while You or Your Employees are working there
 - (iv) on The Premises
 - (v) at Your home or that of Your directors, partners or Employees
 - (vi) in a bank night safe until removed by the bank
 - (vii) in vending or gaming machines on The Premises. The maximum We will pay in respect of any one claim is £500 unless otherwise specified in The Schedule

[(viii) below only applies to Charities and Not For Profit Organisations]

(viii) in collection tins or boxes. The maximum We will pay in respect of any one claim is £100, and £500 in any one Period of Insurance

- (2) the cost of replacement or repair following loss of or damage to any
- (a) safe or strongroom specified in The Schedule
 - (b) case, bag or waistcoat used for carrying Money
- following theft or attempted theft of Money occurring during the Period of Insurance.

Clauses

The following clauses apply to Money.

Clothing and Personal Belongings

We will indemnify You in respect of 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.

(Only applicable to Charities and Not For Profit Organisations)

Fundraising Events

We will increase the Limit Any One Loss by 100% for the period two days before to seven days after a fundraising event for the following

- (a) Money not contained in locked safe in private dwelling houses of Your principals or authorised Employees
- (b) Money contained in locked safes outside Business Hours
- (c) Money on The Premises during Business Hours or in a bank night safe
- (d) Any other loss of Money.

Asset Protection Money and Assault

Condition

The following condition applies to Money in addition to the Policy Conditions at the back of this policy.

Records and Key Security

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.

Exceptions

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

We will not indemnify You in respect of

- (1) loss or shortages due to
 - (a) clerical or accounting
 - (i) errors
 - (ii) omissions
 - (b) accountancy depreciation
 - (c) currency fluctuation
 - (d) consequential loss of any kind.
- (2) loss due to the fraud or dishonesty of any director, partner or Employee of Yours which is
 - (a) not discovered within seven working days of the loss
 - (b) more specifically insured elsewhere.
- (3) loss from any Unattended Vehicle.
- (4) loss or damage arising outside England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.
- (5) loss resulting directly or indirectly from
 - (a) forgery
 - (b) fraudulent alteration or substitution
 - (c) fraudulent use of a computer or electronic transfer.
- (6) loss resulting from use of any form of payment which proves to be
 - (a) counterfeit
 - (b) false
 - (c) invalid
 - (d) uncollectible
 - (e) irrecoverablefor any reason.
- (7) loss of Money resulting directly or indirectly from, or in connection with
 - (a) Virus or Similar Mechanism
 - (b) Denial of Service Attack
 - (c) unauthorised access to or use of Computer and Electronic Equipment.

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 results in any of the following Contingencies

- (1) Death occurring within 24 months of Bodily Injury
- (2) Loss of Hearing and/or Loss of Sight and/or Loss of Speech occurring within 24 months of Bodily Injury
- (3) Loss of Limb occurring within 24 months of Bodily Injury
- (4) Permanent Total Disablement after 24 months of Bodily Injury
- (5) Temporary Total Disablement within 24 months of Bodily Injury
- (6) Temporary Partial Disablement within 24 months of Bodily Injury.

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.

Clauses

The following clauses apply to Assault.

(1) Amounts Payable

- (1) We will pay
 - (a) the compensation stated in The Schedule
 - (b) weekly compensation at four weekly intervals
 - (c) compensation under Contingencies (5) and (6) for a maximum of two years from the date that the disablement started.
- (2) Weekly compensation being paid for the same injury will end if We pay compensation under any of Contingencies (1) to (4).
- (3) Insurance will end for the Insured Person if We pay compensation under any of Contingencies (1) to (4).

(2) Medical Evidence

- (1) 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.
- (2) You, or Your personal representatives, will supply to Us, at Your expense, any
 - (a) certificates
 - (b) information
 - (c) evidencein the format We require to support a claim.

(3) Medical and Dental Expenses

Where compensation is payable for Contingency (5) - Temporary Total Disablement, or Contingency (6) - Temporary Partial Disablement, We will also pay up to 15% of this amount 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 £500.

Exception

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

We will not pay compensation 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.

Asset Protection Glass

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.

Damage

Physical loss, destruction or damage.

Cover

We will indemnify You in respect of

- (1) breakage (including the cost of boarding up) of glass at The Premises
- (2) (a) Damage at The Premises to
 - (i) contents of display windows
 - (ii) window and door frames
- (b) the cost of removing and reinstating obstructions to replacing glass
- (c) the cost of replacing alarm foil, lettering, painting, embossing, silvering, or other ornamental work on glass

occurring during the Period of Insurance.

The maximum that We will pay in respect of item 2 (a), (b) and (c) is £2,000 in respect of total of all claims during any one Period of Insurance.

- (3) breakage of fixed
 - (a) washhand basins, pedestals, baths, sinks
 - (b) lavatory bowls, bidets, cisterns
 - (c) shower trays, splashbacks at The Premises.

Exceptions

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

We will not indemnify You in respect of

- (1) Damage to glass in
 - (a) light fittings
 - (b) signs
 - (c) Stock and Materials in Trade or goods in trust
 - (d) vehicles
 - (e) vending machines.
- (2) Damage to glass caused by
 - (a) scratching
 - (b) gradual deterioration or wear and tear
 - (c) change in colour or finish.
- (3) breakage of glass
 - (a) while The Premises are Unoccupied
 - (b) in transit or while being fitted
 - (c) by workmen carrying out alterations or repairs to The Premises.
- (4) the Excess stated in The Schedule.

Asset Protection Frozen Foods

Definitions

The following Definition applies to this Section in addition to the Policy Definitions at the front of this policy and keeps the same meaning wherever it appears in the Section unless an alternative definition is stated to apply.

Damage

Physical loss, destruction or damage.

Cover

We will indemnify You in respect of Damage occurring during the Period of Insurance to food, belonging to You or for which You are responsible while contained in any refrigeration unit, by deterioration or contamination caused by

- (1) a change in temperature as a result of
 - (a) the breaking, distortion or burning out of any part of the
 - (i) unit
 - (ii) unit wiring
 - (iii) supply cable to the unit, including the plug and fusecaused by mechanical or electrical defects in the unit while it is being used under normal working conditions
 - (b) failure of temperature controls to operate correctly
 - (c) accidental failure of Your electricity supply but only if this is not deliberately caused by Your supplier of electricity.
- (2) accidental leakage of refrigerant gases or refrigerant fumes from the unit.

The maximum We will pay under this Section is the Sum Insured or Limit of Liability stated in The Schedule.

Clause

The following clause applies to this Section.

Average

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

- (a) be responsible for the difference
- (b) bear a proportionate share of the loss.

Exceptions

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

We will not indemnify You in respect of

- (1) Damage caused by
 - (a) wear and tear, deterioration or gradually developing flaws or defects in the unit
 - (b) failure to correctly set any temperature controls
- (2) the Excess stated in The Schedule.

Asset Protection Engineering

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.

Accidental Damage

Accidental Damage to Plant or Machinery by any external cause not otherwise excluded.

Accidental Damage does not include Breakdown, Collapse or Explosion.

However, We will indemnify You in respect of any consequent Damage caused by Breakdown, Collapse or Explosion which is not otherwise excluded.

Breakdown

- (1) The breaking, distortion or burning out of any part of the Plant or Machinery which occurs while the Plant or Machinery is being used normally, arising from
 - (a) any mechanical or electrical defect in the Plant or Machinery
 - (b) any sudden and unforeseen failure of any insured boiler or pressure plant
- (2) The complete severance of a rope
- (3) The fracturing or distortion of any part of the Plant or Machinery by frost

including any resultant loss of cooling, lubricating or insulating oil, refrigerant or brine.

Collapse

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

Collapse does not include distortion by pressure or ignition of flue gases.

Damage

Physical loss, destruction or damage.

Explosion

The sudden and violent rending of Plant or Machinery by force of internal steam or fluid pressure.

Explosion does not include

- (a) pressure of chemical action.
- (b) ignition of the contents of the Plant or Machinery.
- (c) the pressure or ignition of flue gases.

Plant or Machinery

All parts of the Property Insured stated in The Schedule. Any item described in The Schedule as a boiler includes the firing apparatus, motors, pumps, fans and dedicated controls.

Plant or Machinery does not include

- (a) non-metallic or refractory linings
- (b)
 - (i) cutting edges or extrusion heads
 - (ii) moulds, patterns or dies
 - (iii) heating elements
 - (iv) cables, ropes, belts or chains

unless these require replacement as a result of Damage for which We have admitted liability

- (c) supporting or enclosing structures, foundations, masonry or brickwork
- (d) any power unit, used only for road or site mobility, where Damage is caused solely by Breakdown
- (e)
 - (i) office equipment
 - (ii) spare parts

unless specified in The Schedule.

Asset Protection Engineering

Cover

We will indemnify You in respect of Damage occurring during the Period of Insurance to the Plant or Machinery at The Premises by the Contingency set against it on The Schedule and any additional sums stated by a clause.

The maximum We will pay in respect of any one occurrence which gives rise to a claim under this Section is the Limit of Indemnity specified in The Schedule and any additional sums stated by a clause.

Contingencies

Sudden and Unforeseen Damage

Sudden and unforeseen Damage including

- (1) Breakdown
- (2) Explosion
- (3) Collapse
- (4) Accidental Damage

to Plant or Machinery at The Premises, which requires repair or replacement before normal working of the Plant or Machinery can resume.

Breakdown, Explosion or Collapse

Breakdown, Explosion or Collapse of Plant or Machinery at The Premises which requires repair or replacement before normal working of the Plant or Machinery can resume.

Accidental Damage

Accidental Damage at The Premises which requires repair or replacement before normal working of the Plant or Machinery can resume.

Clauses

The following clauses apply to this Section.

Additional Plant or Machinery

We will indemnify You in respect of Damage to additional Plant or Machinery of a similar type to that specified in The Schedule subject to the Limit of Indemnity provided that You

- (1) tell Us of any additional Plant or Machinery before the end of the Period of Insurance in which it was installed and ready for use and pay an agreed additional premium.
- (2) comply with current law for examination and certification of Plant or Machinery before it is used.

Clauses

Basis of Settlement - Reinstatement

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

- (1) if Plant or Machinery or other property insured is destroyed We will pay for its replacement by similar Plant or Machinery or property insured in a condition as good as but not better or more extensive than its condition when new. If Plant or Machinery or other property insured is damaged We will pay the cost of repairs to a condition as good as but not better or more extensive than its condition when new but will not pay more than We would have if the Plant or Machinery or other property insured had been completely destroyed.
- (2) (1) above includes the additional cost of reinstating the Plant or Machinery or other property insured by this Section necessary to comply with any
 - (a) European Union Legislation
 - (b) Act of Parliament
 - (c) Bye laws of any public authority.

We will not indemnify You in respect of

- (a) costs incurred
 - (i) in respect of Damage not insured by this Section.
 - (ii) where notice was served on You before the Damage occurred.
 - (iii) where an existing requirement must be completed within a stipulated period.
 - (iv) in respect of Plant or Machinery or other property insured which has not suffered Damage.
- (b) any charge or assessment arising from capital appreciation following compliance with any legislation or Bye law.
- (3) the Plant or Machinery or other property may be replaced on another site in a manner suitable to Your needs but this must not increase Our liability.
- (4) all work must begin and be carried out as quickly as possible.

We will not make any payment under this clause where

- (a) the parts necessary for repairs are not available at the manufacturers listed prices in which case We will pay for the cost of an equivalent repair to similar property for which parts are available at manufacturers listed prices
- (b)
 - (i) the normal working environment of the Plant or Machinery is a yard, an open sided building, a compound or other open space unless for the purpose of providing effluent, electricity, gas, heating, water or other building services for The Premises
 - (ii) the other property is insured by the Lifted Goods Endorsement or is stock in trade or is in the process of manufacturein which case the basis of settlement will be indemnity.

Clauses

(continued)

Damage to Surrounding Property – boiler and pressure plant

We will indemnify You in respect of Damage to Plant or Machinery and other property belonging to You or in Your custody or control arising from Explosion or Collapse of boiler and pressure Plant or Machinery.

The maximum We will pay in respect of any one claim is £250,000.

Debris Removal

We will indemnify You in respect of costs and expenses incurred with Our consent, for

- (1) removal of debris
- (2) dismantling or demolishing
- (3) shoring or propping

of the Plant or Machinery or other property which has suffered Damage insured under this Section.

We will not indemnify You in respect of costs and expenses

- (a) incurred in removing debris from anywhere other than the site of the Damage and the area immediately adjacent to it.
- (b) arising from pollution or contamination of Plant or Machinery or other property not insured by this Section.
- (c) more specifically insured.

The maximum We will pay in respect of any one claim is £25,000.

Loss Avoidance Measures

We will indemnify You in respect of reasonable costs and expenses incurred by You to mitigate Damage to the Plant or Machinery which would otherwise be inevitable provided that

- (a) 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.
- (b) the policy terms exceptions clauses and conditions shall apply as if Damage had occurred.

The maximum We will pay in respect of any one claim is £25,000.

Repair Investigation Costs

When agreed by Us, We will indemnify You in respect of any repair investigation costs including consulting engineer's fees necessarily and reasonably incurred in the repair or replacement of Equipment provided Damage has occurred.

The maximum We will pay in respect of any one claim is £25,000.

We will not indemnify You in respect of the costs of preparing a claim.

Supplementary Expenses

We will, at Our discretion, pay additional costs and expenses incurred as a result of

- (1) temporarily repairing Damage to Plant or Machinery
and
- (2) ensuring the Damage to Plant or Machinery is repaired as soon as possible.

The maximum We will pay in respect of any one claim is £25,000.

Clauses

(continued)

Temporary Hire of Replacement Plant or Machinery

We will indemnify You in respect of costs and expenses incurred with Our consent for the temporary hire or rental of replacement Plant or Machinery following Damage which is insured under this Section.

We will not indemnify You in respect of any hire or rental costs incurred in the first 48 hours immediately following Damage.

The maximum We will pay in respect of any one claim is £25,000.

Temporary Removal

We will indemnify You in respect of Damage to Plant or Machinery whilst temporarily removed for a period not exceeding six months anywhere in the world including transit for the purposes of The Business or for cleaning, renovating or repair.

The maximum We will pay in respect of any one claim for Damage to Plant or Machinery during transit by sea or air is £100,000.

Section Exception (2) does not apply to this clause.

Exceptions

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

We will not indemnify You in respect of

- (1) the Excess stated in The Schedule.
We will deduct the Excess in respect of any claim or all claims arising out of one cause. If more than one Excess is stated in The Schedule the highest amount will apply
- (2) Damage caused by or consisting of
 - (a) fire, lightning or explosion (except Explosion as defined in this Section)
 - (b) aircraft or aerial devices or articles dropped from them
 - (c) storm, flood or inundation from the sea
 - (d) escape of water from any tank apparatus or pipe
 - (e) subsidence, ground heave or landslip
 - (f) theft or attempted theftregardless of any other contributory cause.
- (3) the cost of remedying or repairing
 - (a) gradual deterioration or wear and tear.
 - (b) gradually developing defects, flaws, deformation, distortion, cracks or partial fractures.
 - (c) loose parts or defective joints or seams unless caused directly by overheating brought about by shortage of water in Plant or Machinery which is subject to steam or fluid pressure.However We will indemnify You for any consequent Damage to Plant or Machinery insured under this Section.
- (4) the cost of any maintenance work.

Exceptions (continued)

- (5) Damage directly or indirectly caused by or contributed to 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 or arising from
 - (a) disappearance.
 - (b) unexplained or inventory shortage.
- (7) Damage caused by the use of one or more cranes unless the lifting operation complies fully with the requirements of BS7121 or any other British or International standard which may replace it.
- (8) any penalty
 - (a) for delay or detention.
 - (b) in connection with guarantees or performance or efficiency.
 - (c) for liquidated damages or consequential loss.
 - (d) for liability not specifically provided for by the Section.
- (9) tyres damaged by
 - (a) the application of brakes.
 - (b) punctures or bursts.
- (10) Damage caused by Your wilful act or wilful neglect.
- (11) Damage to experimental or prototype plant or machinery.
- (12) Damage caused by or consisting of the chipping of painted surfaces or scratching of any surfaces.
- (13) any Damage whatsoever 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 of Her Majesty's government 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 under this Section the burden of proving that any such Damage is covered under this Section will be upon You.

Asset Protection Engineering

Conditions

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

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

Maintenance

You must maintain all Plant or Machinery in accordance with the manufacturer's recommendations.

Option for Settlement

We may at Our option

- (a) repair, reinstate or replace any Plant or Machinery damaged,
or
- (b) pay the amount of the Damage.

We will not indemnify You in respect of

- (i) temporary repairs carried out without Our consent.
 - (ii) the cost of any alterations, additions, improvements or overhauls carried out when any repair is undertaken.
-

Our Rights

If Damage occurs which may lead to a claim, We may take possession of, or require to be delivered to Us Plant or Machinery which We will deal with in a reasonable manner without incurring liability or reducing Our rights.

We will not indemnify You in respect of Damage if You or anyone acting on Your behalf

- (i) do not comply with Our requirements.
- (ii) hinder or obstruct Us.

You are not entitled to abandon property to Us.

Suspension of Cover

We may suspend cover by notice in writing to You until any requirement We have stipulated has been completed by You. Cover will only be reinstated following written notice by Us.

If cover is suspended We will refund a proportionate part of the premium.

Endorsements

This Section extends to include the following Endorsements.

Inspection Service

We will arrange for the inspection and issue of reports of examination by Our Inspection Service Provider in respect of the schedule of inspections agreed between Us and You of any Plant or Machinery described in The Schedule to which this Endorsement applies. Inspections will take place

- (1) at the frequencies
and
- (2) whilst located at The Premises

specified by You at the inception of the policy or as subsequently amended by mutual agreement but in any event at least once every 12 months.

Definitions

The following definitions apply to this endorsement 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.

Asset Protection Engineering

Endorsements

(continued)

Inspection Service Provider

Bureau Veritas Inspection Limited,
Parklands,
Wilmslow Road,
Didsbury,
Manchester
M20 2RE.

Exceptions

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

-
- (1) We do not include
- (a) pre-commissioning inspections, laboratory services, consultation work, load testing, non-destructive testing, thermographic testing, checking of drawings or design, inspection prior to sale or purchase unless agreed by Us in writing.
 - (b) visits in excess of those agreed at inception of this Endorsement or inspections following repairs.
 - (c) liquidated damages, penalties for delay or detention or guarantees of performance of efficiency or consequential loss.
 - (d) any additional fees levied by Our Inspection Service Provider for carrying out inspections on Saturdays, Sundays, Public Holidays or outside normal working hours where performed at Your Request.
 - (e) to the maintenance or repair of any item.

Conditions

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

(1) Calculation of Fees

The fees payable by You have been calculated in accordance with the details of plant provided by You at inception and are adjustable in the following circumstances.

(a) First Fee

Where no details of plant have been provided We may adjust the fee after inspection of the plant to reflect the amount of work undertaken.

(b) Renewal

The fee will be adjustable at the first and any subsequent renewal to take account of the plant to be inspected during the subsequent period.

(c) Annual Adjustment

Where there have been any additions to or deletions from the plant to be inspected during the previous Period of Insurance, an additional fee will be payable or a return fee allowed. This will be calculated at 50% of the difference between the fee paid at the beginning of the period and the fee calculated on the plant inspected during the period.

(d) VAT

Value added tax is chargeable on all fees.

(2) Notification of Changes

You will provide Us or Our Inspection Service Provider with details of

(a) any additional plant

(b) plant which has been permanently withdrawn from service

as soon as possible.

Asset Protection Engineering

Conditions (continued)

(3) Preparation of Plant

At the times agreed with Our Inspection Service Provider and at Your own expense, You will have the plant properly cleaned and prepared for examination and reassemble the plant afterwards unless We have specifically agreed otherwise.

(4) Provision of Assistance

You will provide all assistance reasonably required by Our Inspection Service Provider in carrying out the inspections.

(5) Responsibility for Statutory Inspections

Our agreement to arrange inspections does not relieve You of Your legal responsibility to ensure that all statutory inspections are carried out.

Asset Protection Employee Dishonesty

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.

Aviva Group Company	All subsidiaries from time to time of Aviva plc or any holding company thereof and any subsidiary of such holding company.
Cheque	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.
Cheque Fraud	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 Geographical Limits to pay a specified third party or purporting to have been made or drawn as set out above.
Computer Fraud	The intentional taking of Insured Property by fraudulent use of computer hardware, systems, software or program operated by You.
Discovery Period	The period of 24 months commencing on the Termination Date.
Electronic Instructions	Electronic instructions issued from a terminal or computer on Your 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 to the account of a third party.
Employee	<ul style="list-style-type: none">(1) A Member of Staff.(2) Any person while working under Your control in connection with The Business who is<ul style="list-style-type: none">(a) under a work experience or training scheme.(b) working exclusively for You and for no other party under a contract for services as a consultant having previously been employed by You.(c) supplied to You by any agency furnishing temporary personnel on a temporary or contingent basis.(3) Any person included in (1) or (2) above for a period not exceeding 30 days immediately following the termination of such person's services.
Excess/Excesses/ The Excess/The Excesses	The amount or amounts shown in Your policy or The Schedule which You must bear for each and every claim.
Facsimile Instructions	Instructions sent from a facsimile or other machine which scans a document, sends it electronically over a telephone or other 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 a payment using an electronic funds transfer system for a fixed amount from Your account to the account of a third party.

Asset Protection Employee Dishonesty

Definitions

(continued)

Forgery/Forged	<p>The signing of the name of one person by another person with the intent to deceive but not</p> <p>(1) the signing of a person's name signed by that person with or without authority in any capacity for any purpose, or</p> <p>(2) genuinely signed instruments which are false as to contents.</p>
Funds Transfer Fraud	<p>Electronic Instructions, Facsimile Instructions, Telephone Instructions or Written Instructions which purport to have been sent, issued, given or transmitted by You but were in fact fraudulently sent, issued, given or transmitted by someone else without your knowledge or consent.</p>
Geographical Limits	<p>Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.</p>
Improper Gain	<p>Improper financial benefit</p> <p>(1) to the Employee, or</p> <p>(2) to any other person or organisation intended by that Employee to receive such benefit.</p> <p>Salaries, commission, fees or other benefits earned or paid in the normal course of employment or service are not improper financial benefits.</p>
In Collusion	<p>Where two or more people are involved or implicated together or where they assist each other materially.</p>
Inadvertent Breach	<p>Any failure by any Employee to comply with any part of Your Procedures which was without Your knowledge or consent or the knowledge or consent of any of Your Principals or other officers but only if You can conclusively demonstrate that You</p> <p>(1) had communicated the relevant Procedures in writing to all Employees in Roles With Responsibility, and</p> <p>(2) instructed all Employees in Roles With Responsibility of their duty to comply with and ensure compliance with Your Procedures.</p>
Insured Party	<p>You and the entities detailed in Clause 7 Other Parties having the benefit of Cover and any other entities named on The Schedule.</p>
Insured Property	<p>Money or other property</p> <p>(1) belonging to You, or</p> <p>(2) owned by another for which You</p> <p>(a) have taken physical control, and</p> <p>(b) are legally responsible.</p>
Member of Staff	<p>Any person under a full time, part time or temporary contract of service or apprenticeship with You in the ordinary course of Your business and whom You remunerate by salary, wages or commissions and have the right to govern and direct in the performance of such service.</p>

Asset Protection Employee Dishonesty

Definitions

(continued)

Money	The policy Definition of Money and monetary balances held to Your credit by a financial institution
One Claim	All loss or losses caused by any Employee or any other person or in which the Employee or other person is acting In Collusion either resulting from a single act, event or occurrence or any number of acts, events or occurrences irrespective of when they occur and who suffers the loss.
Principal	Any person who is an owner, partner, director or trustee who is not also a Member of Staff in some other capacity.
Procedures	The Controls and Reference Procedures.
Reference Date	<p>The earlier of</p> <p>(1) the commencement date of the Section Period</p> <p>or</p> <p>(2) the commencement date of any previous section, policy or cover issued by any Aviva Group Company and in respect of which Extension Interlocking Clause, is in force.</p>
References	<p>Written or fully documented verbal references obtained directly from (1) to (4) below in respect of Members of Staff engaged on or after the Reference Date and for the period of two years immediately preceding the commencement of employment of the Member of Staff with You</p> <p>(1) previous employers in respect of any period(s) of employment confirming the dates and honesty of the Member of Staff.</p> <p>Where the previous employer is no longer trading We will accept confirmation of the dates of employment from the administrator, liquidator or equivalent as a reference. If this is unavailable We will accept a copy of some form of independent evidence of the dates of employment (e.g. payslips, P60) which may be received directly from the Member of Staff.</p> <p>Where the previous employer is HM Forces We will accept as a reference a copy taken by You of the original discharge papers received from the Member of Staff showing the dates of service.</p> <p>(2) the accountant or solicitor or a professional person with relevant knowledge in respect of any period(s) of self employment confirming the dates and honesty of the Member of Staff.</p> <p>(3) the school, college etc. in respect of any period(s) of full-time education confirming the dates and not indicating dishonesty by the Member of Staff.</p> <p>(4) the Job Centre or equivalent in respect of any period(s) of unemployment of the Member of Staff including confirmation of the dates.</p>

Asset Protection Employee Dishonesty

Definitions

(continued)

Reference Procedures	Your procedures to obtain References.
Role With Responsibility	<p>Any role to which any of the following applies</p> <ul style="list-style-type: none">(a) that involves handling Money, payments, orders, statements of account or stock.(b) that involves having update and amendment access to accounting and stock recording systems.(c) in Your accounts, information technology, information systems or computer departments.(d) with a supervisory, management or directorial content.
Role Without Responsibility	Any role which is not a Role with Responsibility.
Satisfactory References	<p>For a Reference to be satisfactory</p> <ul style="list-style-type: none">(1) You must obtain it directly from the referee unless stated to the contrary in this Section.(2) You must specifically request from any previous employer confirmation of the honesty of the Member of Staff and should follow up any reference if honesty is ignored in the response. If, in the original response or in the follow up, the referee states that, in general, they do not provide references in respect of former employees We will consider the response to be a Reference for the purposes of this Section provided that the refusal to comment on honesty is not obviously particular to the individual and the reference confirms the period of employment involved. <p>For References in respect of a particular Member of Staff to be satisfactory</p> <ul style="list-style-type: none">(3) in total they should cover at least the period of two years immediately preceding the commencement of employment of the Member of Staff with You. If Extension Interlocking Clause, applies the period involved will be as specified in the prior insurance.(4) the maximum acceptable period between two consecutive references without a further reference for the gap should be 28 days. If You cannot obtain a reference for any period You must obtain evidence of what the Member of Staff was doing which must not indicate dishonesty (e.g. for overseas travel the evidence might be a copy of the passport).(5) where a new Member of Staff is returning to work after an extended period (e.g. after raising a family) You should obtain a personal reference from a person, unrelated to the Member of Staff. The reference should confirm that the referee is not related, the period involved, any other circumstances and the honesty of the Member of Staff.

Asset Protection Employee Dishonesty

Definitions (continued)

Section Period

In respect of the cover or any applicable extension, the entire period during which the cover or extension remains in force, from its inception to its Termination Date irrespective of the number of years or Periods of Insurance involved

Subsidiary Company

Any company or other entity which You own more than 50% of and over which You retain management control.

Telephone Instructions

Person to person verbal instructions over a telephone or telecommunications network made to a bank or financial institution at which You hold an account directing them to make a payment using an electronic funds transfer system for a fixed amount from Your account to the account of a third party.

Termination Date

The date upon which cover ceases under this Section or in respect of any part of the cover the earlier date upon which cover ceases for that part.

Terrorism

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.

Asset Protection Employee Dishonesty

The Controls

Audit

Independent professional accountants, or auditors will examine Your accounts, and those of each Subsidiary Company and other Insured Party, at least every 12 months.

Cheque Issue

In respect of this item of The Controls the definition of Cheque is extended to include other instruments for the operation of Your bank accounts

- (a) Cheques will only be signed after they have been fully completed.
 - (b) Unless signed by a Principal all manually prepared Cheques with a value over £5,000 will be signed by at least two authorised signatories.
 - (c) If Cheques are prepared and signed by computer or machine
 - (i) dual control will be exercised over the operation.
 - (ii) at least one further manual signature will be applied where the value of the Cheque exceeds £25,000.
 - (iii) supporting documentation will be examined and authorised prior to signing by computer or machine.
 - (d) All signatories, including Principals, will examine the supporting documentation against the Cheque prior to signing.
-

Wage-roll

The cast of the payroll will be examined at least quarterly by someone other than the Employee responsible or by a Principal to check that the total amount drawn is correct and that there are no past or fictitious Employees included.

Money Received and Banking

- (a) Any Employee who receives or collects Money and/or Cheques in the course of their duties away from Your premises will be required to remit them to You at least every week.
 - (b) All Money and Cheques received by Employees at Your premises, including that remitted in (a) above, will be banked at least twice every week.
-

Debtors

- (a) Where You allow credit, statements of account will be issued at least monthly. If the issue of statements involves any Employees who receive payments then all accounts including all suppressed and suspense accounts will be reviewed by a Principal or by someone other than the Employees responsible at least quarterly.
- (b) Management action will be taken before an account becomes three months overdue.

Asset Protection Employee Dishonesty

The Controls (continued)

Reconciliation	All cash book entries will be checked by a Principal or by someone other than the Employees responsible at least monthly against bank statements, receipts and other supporting documentation and the balance tested against cash and un-presented Cheques.
Cash balances, Floats and Petty Cash	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 a Principal or by someone other than the Employees responsible at least every month.
Stock Control	All stocks, including any raw materials and work in progress, will be subject to at least an annual physical check against verified stock records by a Principal or by someone other than the Employees responsible.
Purchases	<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> <ul style="list-style-type: none">(a) order(b) certificate receipt or completion and(c) authorise payment.
Computer Security	<ul style="list-style-type: none">(a) 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.(b) 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.

Asset Protection Employee Dishonesty

The Controls (continued)

Funds Transfer Controls

- (a) Written Instructions to transfer funds will be signed in accordance with the Cheque Issue limits and procedures above.
- (b) In respect of funds transfers involving Electronic Instructions
 - (i) at least dual control will be imposed to ensure that no one Employee can complete a funds transfer payment from beginning to end.
 - (ii) all Employees involved will require unique passwords to access the terminal, computer or system. Passwords will be chosen by and confidential to the user and will be changed at least every 30 days.
 - (iii) password resets will be carried out by an Employee who does not have access to or other involvement in the fund transfer process.
- (c) In respect of all Telephone Instructions and Facsimile Instructions the bank or financial institution will be instructed to telephone a Principal or 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.
- (d) In all cases the banks will be required to confirm funds transfers in writing within 24 hours of the transfer. The confirmation should be checked against the source documentation within 48 hours of receipt and independently of any Employee involved in the payment process.
- (e) You will comply with all process and security controls agreed with the bank or other financial institution, through which Your transfers are made.

Written Instructions

Original written instructions signed in accordance with Your appropriate bank mandate issued to a bank or financial institution at which You hold an account directing them to make a payment using an electronic fund transfer system for a fixed amount from Your account to the account of a third party including instructions to make one payment, payments at specified intervals or under specified conditions.

Asset Protection Employee Dishonesty

Cover

We will indemnify You in respect of

- (1) loss of Insured Property which You
 - (a) sustain during the Section Period, and
 - (b) discover prior to the expiry of the Discovery Periodsolely and directly as a result of one or more act or acts of fraud or dishonesty committed by an Employee alone or acting In Collusion with the intent to cause You to sustain the loss and to obtain Improper Gain.
- (2) investigation costs, solely to substantiate the amount of any claim You make, which are incurred with Our written consent, including professional fees, but not salaries, wages or any similar expenditure.
- (3) the cost of reinstatement of electronic data with Our written consent if such data was destroyed, erased or stolen during the execution of a valid claim in respect of which payment has been made or agreed.

The maximum amount We will pay in the event of a claim is shown under Clause 1, Our Liability.

The amount of any payment will be determined in accordance with the Basis of Settlement.

Exceptions

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

We will not indemnify You in respect of

- (1) loss caused by any Employee or in which any Employee is acting In Collusion
 - (a) who You do not have the right to supervise and direct.
 - (b) subsequent to discovery by You of actual or suspected dishonesty by that Employee.
 - (c) whose normal place of employment or service is outside the Geographical Limits.
 - (d) who You are unable to identify by name.
 - (e) who at the time of the loss legally or beneficially controls more than 5% of Your share or other capital.
- (2) loss
 - (a) caused by any Principal or in which any Principal is acting In Collusion.
 - (b) sustained outside the Geographical Limits.
 - (c) the proof of which is dependent upon an inventory calculation or profit and loss calculation alone.
 - (d) of a consequential nature including but not limited to loss of potential income, interest and dividends and additional expenditure based on incorrect figures and reports.
 - (e) sustained as a result of or involving actual or threatened extortion.
 - (f) sustained by any associated company or joint venture unless specified in The Schedule.
- (3) penalties and fines.
- (4) malicious damage including computer viruses, worms, trojan horses and the like.
- (5) loss of and/or damage to proprietary information, trade secrets, confidential processing methods, intellectual property or other confidential information of any kind.

Exceptions (continued)

- (6) loss resulting from or in connection with any automatic teller or cash-point machine at any of Your premises or for which You have any responsibility.
- (7) any loss or consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - (a) Terrorism
 - (b) any action taken in controlling preventing suppressing or in any way relating to (a) above

In any action, suit or other proceedings, where We allege that by reason of Our definition of Terrorism any consequence whatsoever resulting directly or indirectly from or in connection with (a) and/or (b) above regardless of any other contributory cause or event is not covered by this policy (or is covered only up to a specific limit of indemnity), the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) shall be upon You.
- (8) the Excess.

Clauses

The following Clauses apply to this Section and any Extension applicable.

(1) Our Liability

- (a) Our maximum liability in respect of One Claim, including any investigation fees and any costs of reinstatement of data, is the Limit of Indemnity shown in The Schedule.
- (b) Our liability applies in excess of the total amount of all Excesses applicable to any claim.
- (c) If, in the event of a claim, You are unable to produce References for a Member of Staff or every Member of Staff acting In Collusion Our maximum liability will be the lowest of
 - (i) 10% (one tenth) of the Limit of Indemnity shown in The Schedule
 - (ii) 10% (one tenth) of any lower limit applicable to the claim
 - (iii) £50,000.
- (d) Our maximum liability in respect of Cover item (2), investigation costs, is 10% (one tenth) of the total payment otherwise agreed under a claim subject to a maximum of £50,000.

(2) Non-Accumulation of Liability

- (a) Our maximum liability in respect of any One Claim will be the Limit of Indemnity applicable to that claim no matter how many Periods of Insurance are involved. Our liability will not be cumulative from Period of Insurance to Period of Insurance.
- (b) If this Section replaces any section, policy, insurance, indemnity or bond and/or is replaced by any section, policy, insurance, indemnity or bond
 - (i) the maximum liability of all insurers involved in respect of One Claim will be the Limit of Indemnity applicable to that claim and no matter how many periods of insurance or insurers are involved. The liability of all insurers will not be cumulative from period of insurance to period of insurance or from insurer to insurer.
 - (ii) insured losses forming part of any claim will be apportioned to the appropriate insurer so that the earliest loss sustained is paid first and then losses will be settled in date order until the limit applicable to the claim is reached.

Clauses *(continued)*

(3) Application of The Excess

- (a) The Excess will apply to each claim under this Section.
- (b) If any claim for losses that would have formed One Claim under this Section, had it been in force for the entire period of the losses, is partly recoverable under this Section and partly recoverable under any prior insurance and the prior insurance contains an excess The Excess applicable under this Section will be reduced by the amount of the excess applied to losses under the prior insurance, but only if,
 - (i) payment has been made or agreed under the prior insurance
 - (ii) the reduction will not exceed the amount of The Excess under this Section.

(4) Changes to Limit of Indemnity and Excess

Any increase or reduction in either the Limit of Indemnity or The Excess will apply to all loss sustained after the effective date of the increase or reduction.

The date of any reduction in the Limit of Indemnity will be the Termination Date in respect of the amount by which the Limit of Indemnity is reduced.

(5) References for Members of Staff

- (a) To benefit from the full Limit of Indemnity You will be required to produce Satisfactory References for all Members of Staff involved in any loss whose employment with You commenced on or after the Reference Date. See Clause Our Liability (1) (c) above.
- (b) If after two year's employment with You in a Role Without Responsibility a Member of Staff is transferred or promoted to a Role With Responsibility, Clause Our Liability (1) (c) above will not apply and You will have the benefit of the Limit of Indemnity otherwise applicable in respect of that Member of Staff, but only if
 - (i) You were not aware of any dishonest act by that Member of Staff at any time prior to the transfer or promotion, and
 - (ii) any References obtained at the time of Employment
 - are produced in the event of a claim
 - did not contain any evidence or indication of dishonesty.

If in the event of a claim losses are discovered that predate the promotion or transfer, Clause Our Liability (1) (c) above will apply in respect of any such losses.

- (c) If You did not obtain References when You first employed a Member of Staff We will allow You to obtain them in respect of any Member of Staff after the discovery of a loss but only if You can conclusively demonstrate that
 - (i) Your failure to obtain References was an Inadvertent Breach, and
 - (ii) You would normally have obtained References for a Member of Staff in this type of role or at a similar level of responsibility.

(6) Compliance with The Controls

- (a) We will not be liable to pay any claim if You have not complied with and operated any one or more of The Controls which is material to any part of that claim unless You can conclusively demonstrate that this non-compliance was an Inadvertent Breach of The Controls.
- (b) If We pay or agree to pay any claim or part of any claim where You did not comply with or operate the Controls the amount of The Excess applicable to that claim will be increased by £5,000.

Clauses *(continued)*

(7) Other Parties having the benefit of Cover

You will be indemnified under this Section against loss sustained by any

- (a) Subsidiary Company but only if it complies with all other terms and conditions of this Section and policy, and
 - (i) is listed in The Schedule, or
 - (ii) Your details, provided to enable Us to assess the risk, include details in respect of all Subsidiary Companies.

The Employees of any Subsidiary Company will be deemed to be Your Employees and You will be responsible for ensuring compliance with all such terms and conditions.

- (b) Pension fund for which You are the sponsoring employer but only
 - (i) if the fund complies with all other terms and conditions of this Section and policy, and
 - (ii) in respect of loss sustained as a result of the act or acts of Your Employees while working in connection with the fund and either under Your control or under the control of the trustees.

(8) Section Replaces Previous Cover With Us

If this Section replaces any previous section, policy or cover issued by an Aviva Group Company

- (a) the indemnity given by this Section will be in continuation of and not in addition to the indemnity given by the previous section, policy or cover.
- (b) provided Extension Interlocking Clause, is applicable under this policy all indemnity given to You by such previous section, policy or cover is cancelled, including any period for the discovery of claims and the Interlocking Clause under this Section will apply in respect of all losses discovered on or after the commencement date of the Section Period.

(9) This Section Replaced by Cover With Us

If this Section is replaced by a section, policy or cover issued by an Aviva Group Company to which an Interlocking Clause or similar applies, the Discovery Period under this Section will not apply and all indemnity given to You will be under the replacement section, policy or cover for all loss discovered on or after the date of replacement.

(10) Clarification of You/Your/The Policyholder

However You are described in The Schedule all Insured Parties will be treated as a whole, are a single insured and the individual, company, organisation or other entity whose name appears first in The Schedule will act for all Insured Parties whether they are named in The Schedule or not.

(11) Knowledge Possessed

Knowledge possessed by any Principal, director, partner, trustee or other officer of any Insured Party will constitute knowledge possessed by You.

(12) Multiple Insured Parties Involved

- (a) Our aggregate liability for loss or losses sustained by one or more Insured Party will not exceed the amount for which We would be liable if all losses had been sustained by one of them.
- (b) We will not be liable for loss sustained by one or more Insured Party to the advantage of any other Insured Party.

Clauses *(continued)*

(13) Recoveries

If any 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.

(14) Employees Property

All Money, wages, salaries, bonds, deposits and other property in Your possession belonging to or owing to or in respect of an Employee who is the subject of a claim, including any amounts already recovered in respect of the claim must be deducted from the amount of Your claim.

(15) Basis of Settlement

We will not be liable for more than

- (a) the lesser of
 - (i) the market value of securities on the business day immediately preceding the day on which the loss is discovered
 - (ii) the cost of replacing the securities.
- (b) the equivalent in UK currency (currently pounds sterling) of any other currency calculated at the rate of exchange applicable on the date of settlement. All payments hereunder will in the currency normally used by Us in respect of Our business in the UK.
- (c) the cost of labour for the transcription or copying of electronic data, which You will provide, in order to reinstate such data.
- (d) in respect of loss of other Insured Property the lesser of
 - (i) the value at the date of the loss
 - (ii) the cost of repairing or replacing the Insured Property with property of a similar quality and value.

(16) Claims Procedure

- (a) Paragraph (b) of Policy Condition (4) Claims Procedure will not apply to losses sustained under this Section.
- (b) A written claim as specified in paragraph (c) of Policy Condition (4) Claims Procedure will always be required and We will not be liable unless You additionally
 - (i) include the name and address of every Employee, and
 - (ii) include all References obtained in respect of every Member of Staff, and
 - (iii) make available to Us for inspection the personnel or human resources file of every Employeeinvolved or whom You accuse of involvement in any loss whether acting alone or acting In Collusion.

(Only applicable to Charities and Not for Profit Organisations)

(17) Volunteers Clause

In respect of all losses sustained

- (1) the following is added to the definition of Employees:
 - 2 (d) volunteers
- (2) any volunteer engaged in a Role with Responsibility will be classed as a Member of Staff.

Asset Protection Employee Dishonesty

Extensions

The following Extensions only apply if stated in The Schedule.

Third Party Computer and Funds Transfer Fraud

We will indemnify You in respect of loss of Insured Property, which You

- (1) sustain after the effective date of this Extension and during the Section Period, and
 - (2) discover prior to the expiry of the Discovery Period
- solely and directly as a result of Computer Fraud or Funds Transfer Fraud.

Clauses to Extension Third Party Computer & Funds Transfer Fraud

The following Clauses apply to this Extension in addition to the Section Clauses and Conditions.

Our Liability - Aggregate

The total aggregate amount We will pay in respect of all losses or claims first discovered within any Period of Insurance will not exceed the Limit of Indemnity.

The Discovery Period will form part of the final Period of Insurance, immediately preceding the Termination Date, solely for the purposes of calculating the aggregate Limit of Indemnity to apply.

Minimum Excess

The Excess applicable to each claim under this Extension will be the higher of The Excess shown in The Schedule or £5,000.

Exceptions to Extension Third Party Computer & Funds Transfer Fraud

The following Exceptions apply to this Extension in addition to the Section Exceptions and Policy Exceptions at the back of this Policy.

We will not indemnify You in respect of

- (1) loss caused by any Employee or Principal alone or in which any Employee or Principal is acting In Collusion.
- (2) loss caused by any contractor or agent or other third party alone or acting In Collusion granted access to computer hardware, systems, software or program operated by You.
- (3) loss of computer time or use.

Cheque Fraud

We will indemnify You in respect of

- (1) loss which You
 - (a) sustain after the effective date of this Extension and during the Section Period, and
 - (b) discover prior to the expiry of the Discovery Periodsolely and directly as a result of Cheque Fraud.
- (2) reasonable legal fees, costs and expenses incurred by You with Our written consent in defence of any proceedings brought to enforce payment as a result of Your refusal to pay or honour any Cheque on the basis that it is Forged or fraudulently altered.

Clauses to Cheque Fraud

The following Clauses apply to this Extension in addition to the Section Clauses and Conditions.

Our Liability - Aggregate

The total aggregate amount We will pay in respect of all losses or claims first discovered within any Period of Insurance will not exceed the Limit of Indemnity.

The Discovery Period will form part of the final Period of Insurance, immediately preceding the Termination Date, solely for the purposes of calculating the aggregate Limit of Indemnity to apply.

Asset Protection Employee Dishonesty

Extensions

(continued)

Minimum Excess

The Excess applicable to each claim under this Extension will be the higher of The Excess shown in The Schedule or £5,000.

Facsimile Signatures

Mechanically reproduced facsimile signatures will be treated exactly as if they were hand-written signatures.

Exceptions to Cheque Fraud

The following Exceptions apply to this Extension in addition to the Section Exceptions and Policy Exceptions at the back of this Policy.

We will not indemnify You in respect of

- (1) loss caused by any Employee or Principal alone or in which any Employee or Principal is acting In Collusion.

Interlocking Clause (Cover for losses Prior to Inception)

We will indemnify You in respect of loss sustained prior to the commencement of the Section Period.

Clauses to Interlocking Clause

The following Clauses apply to this Extension in addition to the Section Clauses and Conditions.

Cover Applicable

We will only be liable for the lesser amount that would have been recoverable under

- (a) any prior insurance for which this Section is issued in substitution with all its terms conditions and limitations as they applied at the date of the loss, and
- (b) this Section with all its terms Conditions and limitations as they apply at the date of discovery of the loss had it been in force at the date of the loss.

Prior Wording

We will not be liable under this Extension unless You are able to produce full details of the prior insurance including a copy of the policy wording and schedules and evidence of all checks, controls, minimum standards, system of check and supervision or similar applicable at the time of any loss.

Our Maximum Liability

If losses forming One Claim occur during the periods of both the prior insurance and this Section the maximum amount payable will be the Limit of Indemnity.

Application of Excess

The excess applicable to each claim under this Extension will be the higher of The Excess shown in The Schedule or any excess or similar deduction for the first part of any claim or loss under the prior insurance.

Period for Discovery in Prior Insurance

We will only be liable under this Extension if the loss is discovered after the expiry of any period allowed for discovery under the prior insurance.

References

In respect of a Member of Staff whose employment with You began prior to the commencement of the Section Period

- (a) You will produce to us all references you were required to obtain under the prior insurance in force when such employment began
and
- (b) if under such prior insurance You are only required to retain references for a period of time the Reference Date will be that date which is such period of time before the commencement date of the Section Period.

Asset Protection Employee Dishonesty

Extensions

(continued)

Continuous Cover

We will only be liable under this Extension if the insurance for which this Section is issued in substitution remained continuously in force from the date of any act, event or occurrence that resulted in the loss until the commencement of the Section Period.

Asset Protection Contract Works

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.

Contract	Any contract or agreement entered into by You to carry out work in the course of The Business where the estimated Maximum Contract Price does not exceed the amount stated in The Schedule.
Contract Site	(1) A site within the Territorial Limits at which You are carrying out work under a Contract, or (2) the site address stated in The Schedule if cover applies to a specific Contract.
Damage	Physical loss, destruction or damage.
Employees' Tools	Employees' tools and personal belongings while on or adjacent to any Contract Site and in transit between Your premises and the Contract Site other than (1) motor vehicles. (2) gold or silver articles. (3) watches or jewellery. (4) Money.
Estimated Original Contract Price	The estimated valuation of the Works to be carried out or the estimated contract price at the commencement date of the Contract or Works.
Existing Structures	Any property (including fixtures, fittings and contents) which, prior to the commencement of any Contract, forms part of any structure.
Free Issue Materials	Materials for incorporation into the Contract (1) issued free to You by or on behalf of Your Employer and (2) for which You are responsible under the conditions of the Contract the value of which will not be included in the final valuation of the Works carried out or the final contract price and which are not otherwise excluded from this Section.
Hired in Plant	Plant, scaffolding, tools, equipment, site huts and temporary buildings hired in by You for use in connection with any Contract while anywhere within the Territorial Limits including transit other than by sea or air.
Maintenance Period	The period indicated in the conditions of the Contract, but not exceeding 12 months, during which You are responsible for rectifying defects.
Maximum Contract Price	The maximum price of any Contract for which We will provide indemnity as stated in The Schedule.
Practical Completion	Works which are (1) completed, or (2) complete except for the prospective buyer's or tenant's choice of decorations or final fitments.

Asset Protection Contract Works

Definitions

Property Insured

Works, Your Plant and Hired in Plant which You own or are responsible for as stated in The Schedule.

Territorial Limits

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

Works

- (1) Temporary or permanent works completed or to be completed as part of any Contract and/or
- (2) materials for incorporation whilst on or adjacent to the Contract Site and in transit to or from the Contract Site other than by sea or air.

Your Plant

Plant, scaffolding, tools, equipment, site huts and temporary buildings owned by You, while anywhere within the Territorial Limits including transit other than by sea or air.

Cover

We will indemnify You in respect of Damage to the Property Insured during the Period of Insurance and within the Territorial Limits.

The maximum that We will pay in respect of any one occurrence which gives rise to a claim under this Section is

(1) Works

(Which includes any liability We may have in respect of the cover provided under the Clauses) 125% of the Estimated Original Contract Price including the value of Free Issue Materials in respect of any Contract or Works.

We will have no liability under this Section where the Estimated Original Contract Price plus the value of Free Issue Materials exceeds the Sum Insured stated in The Schedule at the time of Damage.

(2) Your Plant

The Sum Insured stated in The Schedule at the time of Damage.

(3) Hired in Plant

The Sum Insured stated in The Schedule at the time of Damage.

(4) Employees' Tools

The Sum Insured stated in The Schedule at the time of Damage.

The maximum that We will pay in respect of any one Employee is the limit stated in The Schedule.

Clauses

The following clauses apply to this Section.

Additional Interests

We will, to the extent required by the conditions of the Contract, include the interest as joint insured of any

- (1) employer,
or
- (2) contractor.

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.

Clauses *(continued)*

Consecutive Damage

Damage to Property Insured at any one Contract Site during a period of 72 consecutive hours caused by

- (1) earthquake
- (2) storm, flood or other water damage
- (3) subsidence or collapse

will be considered for the purpose of applying any Excess as one occurrence of Damage.

Continuing Hire Charges

We will indemnify You in respect of Your legal liability to pay continuing hire charges as a result of Damage to any item of Hired in Plant insured under this Section.

Damage to Security Devices

If the attempted theft of any vehicle included within Your Plant or Hired in Plant results in Damage only to the vehicle immobiliser, locating, tracking or other security device, We will apply a reduced Excess of £50.

Debris Removal

We will indemnify You in respect of the costs and expenses that You incur, with Our consent, for

- (1) removing debris
- (2) dismantling or demolishing
- (3) shoring up or propping
- (4) clearing or repairing drains or service mains

following Damage to Property Insured.

The maximum that We will pay in respect of any one loss is 25% of the Estimated Original Contract Price.

We will not indemnify You in respect of costs and expenses

- (1) incurred in removing debris from anywhere other than the site of the Damage and the area adjacent to it.
- (2) arising from pollution or contamination of property not insured under this Section.
- (3) more specifically insured.

Dwellings

All Contracts or Works solely concerned with the erection of private dwellings not exceeding four storeys in height are insured under this Section irrespective of the Estimated Original Contract Price of such Contracts.

The maximum that We will pay in respect of any one loss is 125% of the Sum Insured in the description of the Contract or Works in The Schedule.

European Union and Public Authorities

Following Damage to Works, We will pay the additional cost of reinstating the Property Insured necessary to comply with any

- (1) European Union Legislation.
- (2) Act of Parliament.
- (3) Bye laws of any public authority.

Asset Protection Contract Works

Clauses *(continued)*

We will not indemnify You in respect of

- (1) costs incurred
 - (a) in respect of Damage not insured by this Section.
 - (b) where notice was served on You before the Damage occurred.
 - (c) where an existing requirement must be completed within a stipulated period.
 - (d) in respect of property or parts of the property, other than foundations (unless foundations are specifically excluded) which have not suffered Damage.
- (2) any charge or assessment arising from capital appreciation following compliance with this legislation.

The reinstatement, repair or replacement

- (a) must begin and be carried out as quickly as possible.
- (b) may be carried out on another site if necessary provided this does not increase Our liability.

If Our liability under this Section is reduced by the application of any terms of this policy, Our liability under this clause will be similarly reduced.

The maximum We will pay under this clause in respect of any one Contract is the Sum Insured as stated in The Schedule.

Expediting Expenses

We will indemnify You in respect of the reasonable costs and expenses that You incur for

- (1) overtime
- (2) night work
- (3) work on public holidays
- (4) special delivery

to reinstate or repair Property Insured following Damage.

The maximum that We will pay in respect of any one loss is 25% of the amount which reinstatement, repair or replacement would have cost if these expenses had not been incurred.

Free Issue Materials

The Works will include any Free Issue Materials provided You include their value in

- (1) the contract price of any Contract
- (2) the declaration required by the Adjustment of Premium Condition of this Section.

Immobilised Plant

We will indemnify You in respect of necessarily incurred costs for the withdrawal or recovery of Your Plant or Hired in Plant accidentally immobilised on or adjacent to any Contract Site.

We will not pay for withdrawal or recovery required as a result of the breakdown of Your Plant or Hired in Plant.

Incidental Hiring of Plant

We will indemnify You in respect of Damage to any item of Your Plant while it is hired or loaned to a third party.

The maximum that We will pay in respect of any one loss is £25,000.

Indemnity to Sub-Contractors

We will, to the extent required by contract conditions, provide indemnity to nominated or domestic sub-contractors in respect of Damage to the Property Insured.

Clauses *(continued)*

Locating and Tracking Devices

We will not apply an Excess in respect of theft of a vehicle which is

- (1) insured under Your Plant or Hired in Plant
- and
- (2) fitted with an activated operational locating/tracking device of a type approved by Us.

Loss of Keys

If the key to any immobiliser permanently fitted to a vehicle included as Your Plant or Hired in Plant is lost or stolen, We will indemnify You in respect of the cost of replacing the cylinder of the lock.

The maximum that We will pay in respect of any one loss is £500.

We will not indemnify You in respect of the first £50 of each claim.

Off-Site Storage

The Works includes materials, anywhere within the Territorial Limits, separately stored and identified for inclusion in any Contract.

The maximum that We will pay in respect of any one loss is either

- (1) the value of the materials as detailed in an interim certificate under any standard printed contract conditions
 - or
 - (2) where materials have not been included in an interim certificate under any standard printed contract conditions
 - (a) £50,000,
 - or
 - (b) £25,000 for non-ferrous metals provided they are stored in a securely locked container or building,
 - or
 - (c) 15% of the Estimated Original Contract Price
- whichever is the lower.

Professional Fees

We will indemnify You in respect of professional fees necessarily incurred in reinstating, repairing or replacing the Works following Damage.

We will not indemnify You in respect of fees

- (1) more specifically insured.
- (2) incurred in preparing a claim.

Redrawing Plans or Documents

We will indemnify You in respect of the cost of rewriting or redrawing plans, drawings or other Contract documents following Damage.

The maximum that We will pay in respect of any one loss is £25,000.

Show Properties

We will indemnify You in respect of Damage to show properties including their contents.

The maximum that We will pay in respect of the contents of any one show property is £35,000.

Asset Protection Contract Works

Clauses *(continued)*

Speculative Building

We will indemnify You in respect of Damage to any private dwelling You have erected on a speculative basis.

This indemnity will cease on

- (1) the date You sell, lease or rent the property,
or
 - (2) 180 days from Practical Completion
- whichever is the earlier.

Taken Into Use

We will indemnify You in respect of Damage to any part of the permanent Works taken into use as private dwellings or offices.

This indemnity will cease when

- (1) a certificate of completion has been issued,
or
- (2) the permanent Works have been completed and handed over to Your employer.

Exceptions

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

We will not indemnify You in respect of

- (1) Damage to any part of the permanent Works
 - (a) for which a certificate of completion has been issued,
or
 - (b) which has been completed and handed over to Your employer,
or
 - (c) taken into useunless the Damage occurs
 - (i) during the Maintenance Period but is caused before the beginning of the Maintenance Period, or
 - (ii) while You are carrying out Your obligations under the Maintenance Period, or
 - (iii) within 14 days of the issue of a certificate of completion but only to the extent You are responsible under the conditions of the Contract.
- (2) Damage as a result of
 - (a) gradual deterioration or wear and tear.
 - (b) rust or mildew.
- (3) repair to or replacement of any item of Your Plant or Hired in Plant caused by its own mechanical or electrical breakdown, failure, breakage or derangement other than in respect of Hired in Plant and for which You are responsible under the terms of a hire agreement not being a leasing or hire purchase agreement.
- (4) Damage to
 - (a) Existing Structures.
 - (b) Money.
 - (c) any mechanically propelled vehicle, including any trailer attached, licensed for road use and for which a certificate of motor insurance is required, other than a vehicle used solely as a tool of trade.
 - (d) any aircraft or waterborne vessel.
 - (e) property for which You are relieved of responsibility by the conditions of the Contract.
- (5) Damage
 - (a) by disappearance or shortage discovered only when an inventory is taken.
 - (b) which is not traceable to an event.

Exceptions (continued)

- (6) Damage caused by pollution or contamination other than that of or to the Property Insured.
- (7) liquidated damages, fines or any other penalties under contract for delay or non-completion.
- (8) consequential loss or damage of any kind.
- (9) the cost of normal upkeep or making good.
- (10) Damage to and the cost necessary to reinstate or repair
 - (a) Property Insured which is in a defective condition due to a defect in
 - (i) design, plan or specification
 - (ii) materials
 - (iii) workmanshipof or of any part of that Property Insured.
 - (b) other Property Insured to enable the reinstatement or repair of Property Insured excluded by (a) above.

This exception will not apply to other Property Insured which is free of the defective condition but is damaged as a result.

Property Insured will not be considered as having suffered Damage solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in, or in any part of, that Property Insured.

- (11) the Excess/Excesses.
- (12) any Damage whatsoever 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 shall mean

- (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 of Her Majesty's government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any Territory not specified in (i) above any act or acts including but not limited to
 - the use or threat of force and/or violence and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological 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 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.

Asset Protection Contract Works

Exceptions (continued)

-
- (13) the theft of unfixed non-ferrous metals of any description unless at the time of theft
- (a) an authorised Employee or agent of The Policyholder is actually on site, or
 - (b) such property is contained in a securely locked container or building.

Conditions

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

Adjustment of Premium

If the premium is based on estimates You have supplied You must

- (1) keep accurate records (which We may require to examine) of all relevant information.
- (2) submit a declaration within one month after the expiry of the Period of Insurance so that the premium can be calculated and (subject to any minimum premium requirements) any difference paid by or to You.

Cessation of Work

If, for whatever reason, construction work at the Contract Site is suspended or stopped, You must notify Us within 30 days of the suspension or stoppage.

We may at Our option

- (i) modify Your premium
- (ii) amend the terms and conditions of this Section
- (iii) require You to make alterations to the Contract Site and/or the Works
- (iv) exercise Our right to cancel Your policy under Policy Condition **(3) Cancellation**.

If, in the event of any claim for Damage, You have failed to advise Us that construction work at the Contract Site has been suspended or stopped, and the suspension or stoppage has been in excess of 30 days, We may at Our option, avoid the claim.

Diminution of Damage

You shall carry out and permit any action which may be reasonably practicable to diminish Damage and, at Our request and expense, comply with and co-operate in any measures that may be reasonably required.

Revenue Protection Business Interruption

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.

Damage

Physical loss, destruction or damage.

Cover

In respect of each item in The Schedule, We will indemnify You in respect of any interruption or interference with The Business resulting from

- (i) Damage to property used by You at The Premises for the purpose of The Business occurring during the Period of Insurance caused by any of the following Contingencies
and
- (ii) provided that such Damage is not excluded by the Property Damage – Specified Contingencies Section and/or Property Damage - All Risks Section of this policy, whichever is stated as insured in The Schedule.

The Schedule will state

- (a) which of the following Contingencies apply
- (b) any Clauses, Extensions and Additional Contingencies which apply.

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

- (a) for any Item, the Sum Insured stated in The Schedule
- (b) in aggregate, the Total Sum Insured unless stated otherwise in the Specification.

Contingencies

Fire

- (1) Fire.
- (2) Lightning.
- (3) Explosion
 - (a) of boilers
 - (b) of gas in a building not being part of any gas works used for domestic purposes or used for lighting or heating the building.

Explosion.

Aircraft

Aircraft including

- (a) other aerial devices
- (b) articles dropped from them.

Riot and Civil Commotion

Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation.

Revenue Protection Business Interruption

Contingencies (continued)

Riot, Civil Commotion and Malicious Damage

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

Earthquake.

Underground Fire.

Spontaneous Combustion

Fire caused by spontaneous combustion.

Storm and Falling Trees.

Storm, Flood and Falling Trees.

Escape of Water/Oil

Escape of water from any tank, apparatus or pipe or escape of fuel from any fixed oil heating installation.

Impact

Impact by any vehicle, or by goods falling therefrom, or any animal.

Sprinkler Leakage

Water accidentally discharged or leaking from any automatic sprinkler installation at The Premises.

Theft

- (1) Theft or attempted theft
 - or
 - (2) Theft involving violence or threat of violence to You, Your partners, directors or Employees.
-

All Risks

- (1) Any Damage not excluded by the terms of the Property Damage - All Risks Section of this policy
 - and
 - (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
 - (a) boilers on The Premises
 - (b) glass, china, earthenware, marble or other fragile objects
 - (c) vehicles licensed for road use including accessories on or attached to them
 - (d) caravans or trailers
 - (e) railway locomotives or rolling stock
 - (f) watercraft or aircraft
 - (g) property in the course of construction including materials for use in the construction
 - (h) land, roads or pavements, piers, jetties, bridges, culverts or excavations
 - (i) livestock
 - (j) growing crops or trees.
-

Subsidence

Subsidence or ground heave of the site of The Premises or landslip.

Revenue Protection Business Interruption

Conditions

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

Alteration

We will not indemnify You under this Section if

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

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

Claims Procedures

If in relation to any claim You have failed to comply with the following Claims Procedures You will lose Your right to indemnity under this Section.

You must

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

Index Linking

Renewal

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted for movements in the Producer Price Index for Home Sales of Manufactured Products issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion.

In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.

Revenue Protection Business Interruption

Conditions (continued)

Property Cover

We will not indemnify You under this Section unless

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

Subrogation Rights Waiver

In the event of a claim arising under this Section, We agree to waive any rights, remedies or relief to which We may be entitled by subrogation against

- (1) any company whose relationship to You is either a parent to subsidiary or subsidiary to parent
- (2) any company which is a subsidiary of a parent company of which You are Yourselfs a subsidiary

as defined in, or within the meaning of the relevant Companies Act or Companies (NI) Order, current at the time of the Damage.

Payments on Account

Claim payments on account may be made to You during the Indemnity Period, if required.

Exceptions

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

We will not indemnify You in respect of

- (1) Damage caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.
However, We will indemnify You in respect of
 - (a) such Damage which itself results from a cause not otherwise excluded
 - (b) subsequent Damage which is not otherwise excluded.
- (2) erasure or distortion of Data unless caused by Damage to the equipment on or in which the Data is processed or recorded.
- (3) any Damage 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.

Revenue Protection Business Interruption

Exceptions (continued)

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence Her Majesty's government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
 - the use or threat of force and/or violence and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological 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.

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

However, We will indemnify You in respect of subsequent Damage to property used by You for the purposes of The Business at The Premises caused by or resulting from Defined Contingencies (1) to (11), (13) and (15) which is not otherwise excluded.

Revenue Protection Business Interruption – Extensions

Business Interruption Extensions

The Schedule will state which of the Extensions described below apply. In some cases an Extension will apply with a standard limit unless stated otherwise in The Schedule.

The insurance by Item 1 of this Section, is extended to include Damage during the Period of Insurance

- (1) at the premises or situations
- or

- (2) to the property

described below by any Contingency stated in The Schedule as applying to such premises, situations or property, which results in interruption or interference with The Business.

The maximum We will pay under each Extension in respect of any one loss will be the

- (1) amount

or

- (2) percentage of the Sum Insured (or 133⅓% of the Estimated Amount)

stated in The Schedule as the Limit.

The amounts or limits stated below or in The Schedule are inclusive of any amounts payable under the provisions of any Clauses stated in The Schedule.

Specified Suppliers

The premises of Your contracted suppliers of goods and/or services stated in The Schedule.

Unspecified Suppliers

Any premises of Your contracted suppliers of goods and/or services within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

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

Specified Customers

The premises of Your customers stated in The Schedule.

Unspecified Customers

Any of Your customers' premises within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

Motor Vehicle Manufacturers

The premises of the motor vehicle manufacturers stated in The Schedule.

Property Stored

Your property while stored in any premises, not occupied by You, within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

Patterns

Your patterns, jigs, models, templates, moulds, dies, tools, plans, drawings and designs, including those for which You are responsible, while at the premises of any

- (1) machine makers
- (2) engineers
- (3) founders
- (4) other metal workers

not occupied by You, in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

Revenue Protection Business Interruption – Extensions

Business Interruption Extensions (continued)

Transit

Your property while in transit by

- (1) road
- (2) rail
- (3) inland waterway

all in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

Motor Vehicles

Motor vehicles belonging to You anywhere in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man but not in any premises You occupy.

Contract Sites

Any situation within England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man where You are carrying out a contract.

Exhibition Sites

- (a) Any situation where You are exhibiting or are contracted to exhibit goods or services
- (b) Your property at or while in transit to or from any such situation

in the European Economic Area.

We will also pay any costs or expenses You have necessarily and reasonably incurred in connection with the exhibition which You cannot otherwise recover.

Electricity Suppliers' Premises

Any generating station or sub-station of Your supplier(s) of electricity, in England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man or France.

Gas Suppliers' Premises

Any land based premises of

- (1) Your supplier(s) of gas
and
- (2) any natural gas producer directly linked to Your supplier(s) of gas, in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

Water Suppliers' Premises

Any water works or pumping station of Your supplier(s) of water, in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

Prevention of Access

Property within one mile of the boundary of The Premises which physically prevents or restricts access to or use of The Premises.

We will not indemnify You for any interruption or interference lasting less than 12 consecutive hours.

The maximum We will pay in respect of any one Period of Insurance will be £50,000 or as stated in The Schedule.

Revenue Protection Business Interruption – Extensions

Business Interruption Extensions (continued)

Loss of Attraction – Unspecified

Property or premises within one mile of the boundary of The Premises, which directly results in a reduction in the Turnover (or Revenue, Fees, or Rentals as insured by this Section) of The Business.

The provisions of any Automatic Reinstatement Clause do not apply in respect of this extension.

We will not indemnify You for any interruption or interference lasting less than 12 consecutive hours.

Loss of Attraction - Specified

Property or premises specified in The Schedule, which directly results in a reduction in the Turnover (or Revenue, Fees, or Rentals as insured by this Section) of The Business.

The provisions of any Automatic Reinstatement Clause do not apply in respect of this extension.

Telecommunications Suppliers' Premises

Any land based premises of Your supplier(s) of telecommunications and internet services, in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

Outsourced Administrative Service Providers

We will indemnify You in respect of the additional costs as may be reasonably and necessarily incurred by You with Our consent as a result of Damage arising from an Insured Contingency to the premises and/or the plant and machinery of any Administrative Service Provider within the Territorial Limit which results in them not delivering the contracted service to The Business subject to the Maximum Indemnity Period in respect of such costs.

The maximum We will pay in respect of any one Period of Insurance is £25,000 or as stated in The Schedule.

We will not indemnify You in respect of

- (1) any interruption or interference with The Business arising from the failure by the Administrative Service Provider lasting less than 12 hours
- (2) Denial of Service Attack
- (3) Virus or Similar Mechanism
- (4) Damage at any premises of suppliers of electricity, gas, water or telecommunication services
- (5) such costs recoverable under contract from the Administrative Service Provider
- (6) any loss, interference or interruption with The Business under this Extension in respect of any Administrative Service Provider who are not under contract with You
- (7) any such amounts more specifically insured.

Definitions

For the purpose of this Extension the following definitions apply

Administrative Service Provider

Services provided to You for a fee under contract and which undertakes all or part of such clerical activities required for The Business to operate and not undertaken by Your own employees including but not limited to wage and salary management, information technology and telecommunication help desks, human resources, legal advice, sales and marketing.

Revenue Protection Business Interruption – Extensions

Business Interruption Extensions (continued)

Insured Contingency

Where such services provided are undertaken at an Administrative Service Provider's premises located outside of England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man, Defined Contingencies will be restricted to

- (1) fire
- (2) lightning
- (3) explosion.

Maximum Indemnity Period

Six months.

Territorial Limit

Anywhere in the World.

(Only applicable to Charities and Not For Profit Organisations)

Second-hand and Donated Stock and Materials in Trade

Stock and Materials in Trade at The Premises which is second-hand or has been donated to You (whether or not such Stock and Materials in Trade is replaced).

We will indemnify You up to the potential revenue which would otherwise be earned by You from such second-hand or donated Stock and Materials in Trade, based on Your sales records and accounts for the same 12 month period.

The maximum We will pay by this extension will not exceed the Sum Insured stated under the Stock and Materials in Trade item under the Property Damage and/or Theft section on the Schedule.

Revenue Protection Business Interruption - Additional Contingencies

Additional Contingencies

The Schedule will state which of the following Additional Contingencies described below apply. In some instances an Additional Contingency will apply with a standard limit unless stated otherwise in The Schedule.

The insurance by Item 1 of this Section, is extended to include interruption or interference with The Business during the Period of Insurance, which results from the Additional Contingencies described below.

The maximum We will pay under each Additional Contingency in respect of any one loss will be the

- (1) amount
or
- (2) percentage of the Sum Insured (or 133⅓% of the Estimated Amount) stated in The Schedule as the Limit

whichever is the lower, unless otherwise stated in The Schedule.

Provided that

- (1) The Additional Contingencies do not apply in respect of any Business Interruption Extension.
- (2) The amounts or limits stated in The Schedule are inclusive of any amounts payable under the provisions of any Clauses stated in The Schedule.

(Only applicable to Charities and Not For Profit Organisations)

Death or Adverse Publicity of a Patron

- (1) The death of Your Patron before the age of 70.
- (2) Your Patron being
 - (a) investigated for, accused of committing or charged with any criminal act or offence
 - (b) the subject of any Adverse Publicity.

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

We will not indemnify You in respect of

- (1) death of Your Patron caused by or resulting from a pre existing medical condition
- (2) Adverse Publicity caused directly as a result of activities or actions of The Business
- (3) Adverse Publicity unless appearing in media as stated in the definitions.

For the purposes of this additional contingency

- (1) Adverse Publicity means harmful damaging and negative information concerning the individual which has been disseminated through television, newspapers, radio and electronic media to attract public notice.
- (2) Criminal Investigation means an investigation into an activity which has the potential to be punishable by law and is forbidden by statute.
- (3) Indemnity Period means the period during which The Business results are affected due to the death or Adverse Publicity of Your Patron starting from the date
 - (a) Your patron dies
 - (b) Any Criminal Investigation commences
 - (c) Any Adverse Publicity outside Your control appears in the media and ending no later than the Maximum Indemnity Period.
- (4) Maximum Indemnity Period means three months.
- (5) Patron means an authorised figurehead who is recognised by The Business as a Patron and uses their name to regularly raise awareness, financial contributions or obtain help from the public to benefit the aims of The Business.

Revenue Protection Business Interruption - Additional Contingencies

Additional Contingencies (continued)

Action by Police, Government or Other Competent Authority

The prevention or restriction of access to, or closure of, The Premises, by any Police, Government or other competent Authority, due to an emergency event within one mile of the boundary of The Premises that causes or threatens a danger or disturbance.

We will not indemnify You

- (1) in respect of any action taken in controlling, preventing or suppressing the spread of any disease.
- (2) in respect of any danger or disturbance caused wholly or partly by You, or through Your misconduct, connivance, neglect or omission.
- (3) for any interruption or interference lasting less than 12 consecutive hours.

The provisions of any Automatic Reinstatement Clause does not apply in respect of this Additional Contingency.

Failure of Electricity Supply

The accidental failure of Your supply of electricity at the terminal ends of Your suppliers feed to The Premises.

The maximum We will pay in respect of any one Period of Insurance will be £50,000, unless any other limit is shown in The Schedule for Failure of Electricity Supply.

We will not indemnify You in respect of any accidental failure

- (1) caused by the deliberate act of any supplier of electricity
- (2) caused by the exercise of any supplier of electricity's power to withdraw or restrict supply or services
- (3) caused by any industrial action
- (4) other than at premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (5) lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any generating station or sub-station of Your supplier(s) of electricity, in England, Wales, Scotland, Northern Ireland, the Channel Islands, the Isle of Man or France.

Failure of Gas Supply

The accidental failure of Your supply of gas at the terminal ends of Your suppliers feed to The Premises.

The maximum We will pay in respect of any one Period of Insurance will be £50,000, unless any other limit is shown in The Schedule for Failure of Gas Supply.

We will not indemnify You in respect of any accidental failure

- (1) caused by the deliberate act of any supplier of gas
- (2) caused by the exercise of any supplier of gas's power to withdraw or restrict supply or services
- (3) caused by any industrial action
- (4) other than at premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man

Revenue Protection Business Interruption - Additional Contingencies

Additional Contingencies (continued)

- (5) lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any land based premises of
 - (a) Your supplier(s) of gas
and
 - (b) any natural gas producer directly linked to Your supplier(s) of gas, in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

Failure of Water Supply

The accidental failure of Your supply of water at the terminal ends of Your suppliers feed to The Premises.

The maximum We will pay in respect of any one Period of Insurance will be £50,000, unless any other limit is shown in The Schedule for Failure of Water Supply.

We will not indemnify You in respect of accidental failure

- (1) caused by the deliberate act of any supplier of water
- (2) caused by the exercise of any supplier of water's power to withdraw or restrict supply or services
- (3) caused by any industrial action
- (4) caused by drought or other weather conditions unless equipment has been damaged
- (5) other than at premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (6) lasting less than four hours but this will not apply in respect of accidental failure resulting from Damage to any water works or pumping station of Your supplier(s) of water, in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

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

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

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

Revenue Protection Business Interruption - Additional Contingencies

Additional Contingencies (continued)

Definitions

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

Specified Disease

Any of the following diseases contracted by any person

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

Indemnity Period

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

Maximum Indemnity Period

Three months.

We will not indemnify You in respect of

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

Condition

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

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

Revenue Protection Business Interruption - Additional Contingencies

Additional Contingencies (continued)

Failure of Telecommunications

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

The maximum We will pay for any one loss will be

- (a) £100 for each day in respect of any one failure,
 - (b) £2,500 in respect of all failures in any one Period of Insurance,
- unless any other limit is shown in The Schedule for Failure of Telecommunications.

We will not indemnify You in respect of an accidental failure

- (1) caused by the deliberate act of any supplier of telecommunications and internet services
- (2) caused by the exercise of any supplier of telecommunications and internet services power to withdraw or restrict supply or services
- (3) caused by any industrial action
- (4) caused by drought
- (5) caused by atmospheric or weather conditions but this will not exclude accidental failure due to Damage to equipment caused by such conditions
- (6) other than at Premises in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man
- (7) caused by failure of any satellite
- (8) lasting less than 24 consecutive hours but this will not apply in respect of accidental failure resulting from Damage to any land based premises of Your supplier(s) of telecommunications and internet services, in England, Wales, Scotland, Northern Ireland, the Channel Islands or the Isle of Man.

Lottery Winners

An Employee or group of Employees resigning from his/her or their post(s) within The Business as a direct consequence of their securing a win in a Lottery.

We will only pay the additional costs and/or expenses You incur, including but not limited to

- (1) recruitment and additional overtime costs
- (2) the cost of employing temporary staff for amounts in excess of permanent full time rates of payment.

We will not indemnify You unless

- (1) the Employee or group of Employees resign within 14 days from the date of the successful Lottery win,
and
- (2) the amount won by any one Employee is not less than £100,000.

For the purposes of this Additional Contingency

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

The maximum We will pay in respect of any one Period of Insurance will be £50,000 unless any other limit is shown in The Schedule for Lottery Winners.

Revenue Protection Business Interruption - Additional Contingencies

Additional Contingencies (continued)

For the purposes of this Additional Contingency extension only, Lottery means

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

Essential Personnel

- (1) Death of any of Your Principals,
- (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.

We will only pay 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,) during the Indemnity Period which but for such additional costs and/or expenses would have taken place.

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

Definitions

For the purposes of this additional contingency, the following Definition applies:

Principals

Any person who is an owner, partner, company director or trustee of The Business.

Revenue Protection Business Interruption – Clauses

Business Interruption Clauses

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

Deductible

We will deduct the amount of any deductible stated in The Schedule in respect of each and every claim as calculated after the application of all other terms of this Section.

Provisional Premium Adjustment

Part 1 of this Clause applies only in respect of any insurance which is shown in Your Specification as being on the Sum Insured Basis.

Part 1 (Sum Insured Basis)

The first and annual premiums are provisional and they represent

- (1) 75% of the premiums required at the start of the Period of Insurance
- and
- (2) 25%, the balance, to be paid within six months of the end of that Period of Insurance.

However, in respect of any items on

- (1) Insured Profit or Gross Fees or Rentals or Revenue
- or
- (2) Net Revenue

the premium paid will be adjusted when We receive a declaration for such items of the amount earned during the financial year most nearly concurrent with such Period of Insurance as reported by Your professional accountants.

If any Damage has occurred giving rise to a claim for loss under such items We will increase the declaration for the purpose of premium adjustment by the sum by which the amount earned was reduced during the financial year solely due to the Damage.

If the declaration

- (1) adjusted due to a claim as provided for above
- and
- (2) proportionately increased where the Maximum Indemnity Period exceeds 12 months
 - (a) is less than 75% of the Sum Insured for such items for the relative Period of Insurance

We will pay to You a pro rata return premium but not more than 33⅓% of the provisional premium paid.

- (b) is more than 75% of the Sum Insured for such items for the relative Period of Insurance

You will pay to Us a pro rata additional premium but not more than 33⅓% of the provisional premium paid.

If You fail to provide a declaration within six months of the end of such Period of Insurance You must pay the balance of 25%.

Any other part of this Section dealing with an annual return premium is cancelled.

Part 2 of this Clause applies only in respect of any insurance which is shown in Your Specification as being on the Declaration Linked Basis.

Revenue Protection Business Interruption – Clauses

Business Interruption Clauses (continued)

Part 2 (Declaration Linked Basis)

The first and annual premiums are provisional and they are based on 75% of Estimated Insured Profit or Gross Fees or Rentals or Revenue, or Net Revenue.

The premium paid will be adjusted when We receive a declaration for Insured Profit or Gross Fees or Rentals or Revenue or Net Revenue items.

The declaration must be

- (1) of the amount earned during the financial year most nearly concurrent with the Period of Insurance
- (2) confirmed by Your professional accountant
- (3) provided by You not later than six months after the expiry of each Period of Insurance.

If any Damage has occurred giving rise to a claim for loss under such items We will increase the declaration for the purpose of premium adjustment by the sum by which the amount earned was reduced during the financial year solely due to the Damage.

If the declaration

- (1) adjusted due to a claim as provided for above
and
- (2) proportionately increased where the Maximum Indemnity Period exceeds 12 months
 - (a) is less than 75% of the Estimated Insured Profit or Gross Fees or Rentals or Revenue, or Net Revenue for the relative Period of Insurance

We will pay to You a pro rata return premium but not more than 33⅓% of the provisional premium paid.

- (b) is greater than 75% of the Estimated Insured Profit or Gross Fees or Rentals or Revenue, or Net Revenue for the relative Period of Insurance

You will pay Us an additional premium, which will be pro rata to the premium paid on 75% of the Estimated Amount.

Any other part of this Section dealing with an annual return premium is cancelled.

Salvage Sale

If following Damage, giving rise to a claim under this Section, You hold a salvage sale during the Indemnity Period, Paragraph (a) of the Basis of Settlement in respect of Insured Profit is amended so that We will pay in respect of reduction in Turnover the sum produced by applying the Rate of Insured Profit to the amount by which, due to Damage the Standard Turnover exceeds the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) from which sum shall be deducted the Insured Profit actually earned during the period of the salvage sale.

Departments

If You conduct The Business in departments and independent trading results are obtainable, the Basis of Settlement of the Insured Profit item will apply separately to each department affected by the Damage.

If the insurance is not on a declaration linked basis, if the Sum Insured by the Insured Profit item is less than the total of all the sums produced by applying the Rate of Insured Profit for each department of The Business (whether affected by the Damage or not) to its relative Annual Turnover (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.

Revenue Protection Business Interruption - Endorsements

Business Interruption Endorsements

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

Rent Receivable

We will pay in respect of rent receivable the difference between

(1) the rent which would have been receivable in respect of The Premises during the Indemnity Period but for the Damage

(2) the amount of rent actually received during the same period

less any savings in charges or expenses of The Business, payable out of rent receivable, which reduce or cease due to the Damage.

If at the time of the Damage the Sum Insured by this item is less than the rent which, but for the Damage would have been receivable during the 12 months from the date of the Damage (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will

(1) be Your own insurer for the difference

(2) bear a rateable share of the loss.

The maximum We will pay is the Sum Insured stated in The Schedule.

Additional Increased Cost of Working

We will pay the additional expenditure necessarily and reasonably incurred due to the Damage solely for the purpose of avoiding or diminishing the reduction in Turnover (or Revenue, Fees, or Rentals as insured by this Section) during the Indemnity Period and which exceeds the amount recoverable as increase in cost of working, under Item 1 of this Section.

The maximum We will pay is the Sum Insured stated in The Schedule.

Fines or Damages

We will pay in respect of fines or damages for breach of contract, the sums You are legally liable to pay and will pay in discharge of fines or damages incurred solely due to the Damage, for non-completion or late completion of orders.

The maximum We will pay is the Sum Insured stated in The Schedule.

Additional Cost of Rent

We will pay the additional cost of rent necessarily and reasonably incurred by You for temporary premises, beyond the Maximum Indemnity Period under Item 1 of this Section during the Additional Maximum Indemnity Period stated in The Schedule.

The maximum We will pay is the Sum Insured stated in The Schedule.

Definition

Additional Maximum Indemnity Period

The number of months stated in The Schedule in excess of the Maximum Indemnity Period under Item 1.

Revenue Protection Business Interruption

Insured Profit Sum Insured Basis Specification

Item	Insured Profit Sum Insured stated in The Schedule.	
Definitions <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>	Insured Profit	(a) The combined value of the Turnover, closing stock and work in progress less (b) the combined value of opening stock and work in progress and Uninsured Working Expenses. The values of opening and closing stocks and work in progress will (i) be calculated using Your usual accounting methods (ii) make due provision for depreciation.
	Indemnity Period	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.
	Maximum Indemnity Period	The number of months stated in The Schedule, unless amended in any Additional Contingency.
	Rate of Insured Profit	Insured Profit earned on and expressed as a percentage of Turnover, during the financial year immediately before the date of the Damage.
	Annual Turnover	The Turnover during the 12 months immediately before the date of the Damage.
	Standard Turnover	The Turnover during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period. Rate of Insured Profit, Annual Turnover and Standard Turnover may be adjusted to reflect any trends or circumstances which (a) affect The Business before or after the Damage (b) would have affected The Business had the Damage not occurred. The adjusted figures will represent as near as possible the results which would have been achieved during the same period had the Damage not occurred.
	Turnover	Money paid or payable to You for (a) goods sold and delivered (b) services provided in course of The Business at The Premises.

Revenue Protection Business Interruption

Definitions (continued)

Uninsured Working Expenses

- (a) purchases of materials for production or re-sale (less any discounts received)
- (b) discounts allowed
- and
- (c) any additional Uninsured Working Expenses stated in The Schedule.

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

Notes

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

Basis of Settlement

This insurance is limited to loss of Insured Profit due to

- (a) reduction in Turnover
- and
- (b) increase in cost of working.

We will pay

- (i) in respect of reduction in Turnover:
the sum produced by applying the Rate of Insured Profit to the amount by which due to the Damage, the Standard Turnover exceeds the Turnover during the Indemnity Period
- (ii) in respect of increase in cost of working:
any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover during the Indemnity Period which but for such additional expenses would have taken place due to the Damage. We will not pay more than the amount produced by applying the Rate of Insured Profit to the reduction in Turnover avoided by the expenditure

less any savings during the Indemnity Period in business charges or expenses, payable out of Insured Profit, which reduce or cease due to the Damage.

If at the time of the Damage the Sum Insured is less than the sum produced by applying the Rate of Insured Profit to the Annual Turnover (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.

Revenue Protection Business Interruption

Clauses

The following Clauses apply to this specification.

Alternative Premises

The Turnover 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.

Auditors and Professional Accountants

We will pay Your auditor's and professional accountant's reasonable charges for

- (a) producing information We require for investigating any claim and
- (b) confirming the information is in accordance with Your business books.

The maximum We will pay for any claim, including auditor's and professional accountant's charges, is the Sum Insured.

Automatic Reinstatement

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.

However, You must pay the additional premium required to reinstate the Sum Insured.

Return Premium

We will allow a return premium for the Period of Insurance where

- (a) You provide Us with a professional accountant's declaration of Insured Profit earned in Your financial year most closely corresponding to that Period of Insurance and
- (b) the declared figure (proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the Sum Insured.

The adjustment will be based on the difference between the declared figure (proportionately increased where necessary) and the Sum Insured.

The maximum We will repay is 50% of the premium paid by You for the Period of Insurance.

We will not return premium for any reduction in Insured Profit which is entirely due to a claim.

Uninsured Working Expenses

Any increase in cost of working payment will take into account any Uninsured Working Expenses (having been deducted in arriving at the Insured Profit) which have not reduced in proportion to the reduction in Turnover.

We will calculate any such payment on the basis of the proportion that the Insured Profit bears to the Insured Profit and the total Uninsured Working Expenses.

Revenue Protection Business Interruption

Insured Profit Declaration Linked Basis Specification

Item	Estimated Insured Profit stated in The Schedule.	
Definitions <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>	Estimated Insured Profit	Your estimate of Insured Profit for the financial year most closely corresponding to the Period of Insurance (proportionately increased if the Maximum Indemnity Period exceeds 12 months).
	Insured Profit	(a) The combined value of the Turnover, closing stock and work in progress less (b) the combined value of opening stock and work in progress and Uninsured Working Expenses. The values of opening and closing stocks and work in progress will (i) be calculated using Your usual accounting methods (ii) make due provision for depreciation.
	Indemnity Period	The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending no later than the Maximum Indemnity Period.
	Maximum Indemnity Period	The number of months stated in The Schedule unless amended in any Additional Contingency.
	Rate of Insured Profit	Insured Profit earned on the Turnover and expressed as a percentage of Turnover, during the financial year immediately before the date of the Damage.
	Annual Turnover	The Turnover during the 12 months immediately before the date of the Damage.
	Standard Turnover	The Turnover during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period. Rate of Insured Profit, Annual Turnover and Standard Turnover may be adjusted to reflect any trends or circumstances which (a) affect The Business before or after the Damage (b) would have affected The Business had the Damage not occurred. The adjusted figures will represent, as near as possible, the results which would have been achieved during the same period had the Damage not occurred.
	Turnover	Money paid or payable to You for (a) goods sold and delivered (b) services provided in course of The Business at The Premises.

Revenue Protection Business Interruption

Definitions (continued)

Uninsured Working Expenses

- (a) purchases of materials for production or re-sale (less any discounts received)
- (b) discounts allowed
and
- (c) any additional Uninsured Working Expenses stated in The Schedule.

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

Notes

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

Basis of Settlement

This insurance is limited to loss of Insured Profit due to

- (a) reduction in Turnover
and
- (b) increase in cost of working.

We will pay

- (i) in respect of reduction in Turnover:
the sum produced by applying the Rate of Insured Profit to the amount by which, due to the Damage, the Standard Turnover exceeds the Turnover during the Indemnity Period
- (ii) in respect of increase in cost of working:
any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover during the Indemnity Period which but for such additional expense would have taken place due to the Damage. We will not pay more than the amount produced by applying the Rate of Insured Profit to the reduction in Turnover avoided by the expenditure

less any savings during the Indemnity Period in business charges or expenses, payable out of Insured Profit, which reduce or cease due to the Damage.

Maximum Amount Payable

The maximum amount We will pay is

- (a) in respect of Insured Profit:
133⅓% of the Estimated Insured Profit stated in The Schedule
- (b) overall:
133⅓% of the Estimated Insured Profit stated in The Schedule

and 100% of the Sums Insured by other items unless otherwise agreed by Us.

However, if at the time of the Damage the Sum Insured on Estimated Insured Profit is less than 50% of the sum produced by applying the Rate of Insured Profit to the Annual Turnover (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 and the maximum amount We will pay is the Estimated Insured Profit stated in The Schedule.

Revenue Protection Business Interruption

Clauses

The following Clauses apply to this Specification.

Alternative Premises

The Turnover 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.

Auditors and Professional Accountants

We will pay Your auditor's and professional accountant's reasonable charges for

- (a) producing information We require for investigating any claim and
- (b) confirming the information is in accordance with Your business books.

The maximum We will pay for any claim, including auditor's and professional accountant's charges, is the Maximum Amount Payable.

Automatic Reinstatement

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

However, You must pay the additional premium required to reinstate the Estimated Insured Profit.

Premium Adjustment

You will supply, within six months of the expiry of each Period of Insurance, a professional accountants declaration of Insured Profit earned in Your last financial year most closely corresponding to the Period of Insurance.

We will, for the purposes of premium adjustment, increase the declared figure by the amount by which the Insured Profit was reduced during the financial year as a result of any claim.

If the declared figure (adjusted as above and proportionately increased where the Maximum Indemnity Period exceeds 12 months) for the relative Period of Insurance

- (a) is less than the Estimated Insured Profit, We will allow a pro rata return of up to 50% of the premium paid
- (b) exceeds the Estimated Insured Profit, You will pay a pro rata additional premium of up to 33⅓% of the premium paid.

Renewal

You will supply, prior to each renewal, the Estimated Insured Profit for the financial year most closely corresponding to the following Period of Insurance.

Uninsured Working Expenses

Any increase in cost of working payment will take into account any Uninsured Working Expenses (having been deducted in arriving at the Insured Profit) which have not reduced in proportion to the reduction in Turnover.

We will calculate any such payment on the basis of the proportion that the Insured Profit bears to the Insured Profit and the total Uninsured Working Expenses.

Revenue Protection Business Interruption

Revenue Sum Insured Basis Specification

Item	Revenue Sum Insured stated in The Schedule.	
Definitions		
<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>		
Annual Revenue	The Revenue during the 12 months immediately before the date of the Damage.	
Standard Revenue	<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> <p>(a) affect The Business before or after the Damage</p> <p>(b) would have affected The Business had the Damage not occurred.</p> <p>The adjusted figures will represent, as near as possible, the results which would have been achieved during the same period had the Damage not occurred.</p>	
Indemnity Period	The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending no later than the Maximum Indemnity Period.	
Maximum Indemnity Period	The number of months stated in The Schedule, unless amended in any Additional Contingency.	
Revenue	As stated in The Schedule.	
Notes	<ol style="list-style-type: none">1 All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.2 Any adjustment made for current cost accounting will be ignored.	
Basis of Settlement	<p>This insurance is limited to loss of Revenue due to</p> <p>(a) reduction in Revenue</p> <p>and</p> <p>(b) increase in cost of working.</p> <p>We will pay</p> <p>(i) in respect of reduction in Revenue</p> <p>the amount by which due to the Damage, the Standard Revenue exceeds the actual Revenue during the Indemnity Period</p> <p>(ii) in respect of increase in cost of working</p> <p>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 Damage. We will not pay more than the reduction avoided by the expenditure</p>	

Revenue Protection Business Interruption

Basis of Settlement (continued)

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

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.

Clauses

The following clauses apply to this Specification.

Alternative Premises

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.

Auditors and Professional Accountants

We will pay Your auditor's and professional accountant's reasonable charges for

- (a) producing information We require for investigating any claim and
- (b) confirming the information is in accordance with Your business books.

The maximum We will pay for any claim, including auditor's and professional accountant's charges, is the Sum Insured.

Automatic Reinstatement

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.

However, You must pay the additional premium required to reinstate the Sum Insured.

Return Premium

We will allow a return premium for the Period of Insurance where

- (a) 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
- (b) the declared figure (proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the Sum Insured.

The adjustment will be based on the difference between the declared figure (proportionately increased where necessary) and the Sum Insured.

The maximum We will repay is 50% of the premium paid by You for the Period of Insurance.

We will not return premium for any reduction in Revenue which is entirely due to a claim.

Revenue Protection Business Interruption

Clauses (continued)

Workplace Recovery Office Facilities

- (1) Where You have in place prior to the Damage at The Premises occurring, contracted external
- (a) Workplace Recovery Office Facilities
- or
- (b) IT Recovery Services, supplied by a disaster recovery services provider, We will reimburse You for the then current annual contract fee paid (or payable) by You for such facilities or services following Damage at The Premises, as insured by this Section, causing interruption to or interference with The Business, which necessarily and reasonably results in You using such facilities or services
- or
- (2) where You have in place, Your own internal designated
- (a) Workplace Recovery Office Facilities
- or
- (b) IT Recovery Services,
- We will reimburse You for the necessary and reasonable additional costs of any similar replacement Workplace Recovery Office Facilities or IT Recovery Services, following Damage at The Premises, as insured by this Section, causing interruption to or interference with The Business, which results in You using, or temporarily losing the use of, Your own internal designated facilities or services.

The maximum We will pay will be £25,000 in any one Period of Insurance.

Definitions

For the purposes of this extension, the following Definitions apply.

IT Recovery Services

Temporary Information Technology facilities.

Workplace Recovery Office Facility

Temporary replacement office accommodation and services.

We will not indemnify You where

- (a) the use of any contracted Workplace Recovery Office Facilities or IT Recovery Services or
- (b) the use of Your own internal designated Workplace Recovery Office Facilities or IT Recovery Services or
- (c) the temporary loss of use of Your own internal designated Workplace Recovery Office Facilities or IT Recovery Services

lasts less than 24 consecutive hours.

Revenue Protection Business Interruption

Revenue Declaration Linked Basis Specification

Item	Estimated Revenue stated in The Schedule.	
Definitions <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>	Estimated Revenue	Your estimate of Revenue for the financial year most closely corresponding to the Period of Insurance (proportionately increased where the Maximum Indemnity Period exceeds 12 months).
	Indemnity Period	The period during which The Business results are affected due to the Damage, beginning with the date of the Damage and ending no later than the Maximum Indemnity Period.
	Maximum Indemnity Period	The number of months stated in The Schedule, unless amended in any Additional Contingency.
	Revenue	As stated in The Schedule.
	Annual Revenue	The Revenue during the 12 months immediately before the date of the Damage.
	Standard Revenue	<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">(a) affect The Business before or after the Damage(b) would have affected The Business had the Damage not occurred. <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>
Notes	1	All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.
	2	Any adjustment made for current cost accounting will be ignored.
Basis of Settlement	This insurance is limited to loss of Revenue due to	
	<ul style="list-style-type: none">(a) reduction in Revenueand(b) increase in cost of working. We will pay <ul style="list-style-type: none">(i) in respect of reduction in Revenue<ul style="list-style-type: none">the amount by which, due to the Damage, the Standard Revenue exceeds the actual Revenue during the Indemnity Period(ii) in respect of increase in cost of working<ul style="list-style-type: none">any additional expenses 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 Damage. We will not pay more than the reduction avoided by the expenditure	

Revenue Protection Business Interruption

Basis of Settlement (continued)

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

Maximum Amount Payable

The maximum amount We will pay is

(a) in respect of Revenue

133⅓% of the Estimated Revenue stated in the Schedule

(b) overall

133⅓% of the Estimated Revenue stated in the Schedule

and

100% of the Sums Insured by other items

unless otherwise agreed by Us.

However, if at the time of the Damage the Sum Insured on Estimated Revenue is less than 50% of 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 and the maximum amount We will pay is the Estimated Revenue stated in The Schedule.

Clauses

The following clauses apply to this Specification.

Alternative Premises

The Revenue during the Indemnity Period will include any money paid or payable to You during the Indemnity Period for goods sold or services or accommodation provided elsewhere than at The Premises.

Auditors and Professional Accountants

We will pay Your auditor's and professional accountant's reasonable charges for

(a) producing information We require for investigating any claim and

(b) confirming the information is in accordance with Your business books.

The maximum We will pay for any claim, including auditor's and professional accountant's charges, is the Maximum Amount Payable.

Automatic Reinstatement

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

However, You must pay the additional premium required to reinstate the Estimated Revenue.

Revenue Protection Business Interruption

Clauses

(continued)

Premium Adjustment

You will supply, within six months of the expiry of each Period of Insurance, a professional accountant's declaration of Revenue earned in Your financial year most closely corresponding to the Period of Insurance.

We will, for the purposes of premium adjustment, increase the declared figure by the amount by which the Revenue was reduced during the financial year as a result of any claim.

If the declared figure (adjusted as above and proportionately increased where the Maximum Indemnity Period exceeds 12 months) for the relative Period of Insurance

- (a) is less than the Estimated Revenue, We will allow a pro rata return of up to 50% of the premium paid
- (b) exceeds the Estimated Revenue, You will pay a pro rata additional premium of up to 33⅓% of the premium paid.

Renewal

You will supply, prior to each renewal, the Estimated Revenue for the financial year most closely corresponding to the following Period of Insurance.

Workplace Recovery Office Facilities

- (1) Where You have in place prior to the Damage at The Premises occurring, contracted external

- (a) Workplace Recovery Office Facilities

or

- (b) IT Recovery Services,

supplied by a disaster recovery services provider, We will reimburse You for the then current annual contract fee paid (or payable) by You for such facilities or services following Damage at The Premises, as insured by this Section, causing interruption to or interference with The Business, which necessarily and reasonably results in You using such facilities or services

or

- (2) where You have in place, Your own internal designated

- (a) Workplace Recovery Office Facilities

or

- (b) IT Recovery Services,

We will reimburse You for the necessary and reasonable additional costs of any similar replacement Workplace Recovery Office Facilities or IT Recovery Services, following Damage at The Premises, as insured by this Section, causing interruption to or interference with The Business, which results in You using, or temporarily losing the use of, Your own internal designated facilities or services.

Revenue Protection Business Interruption

Clauses

(continued)

The maximum We will pay will be £25,000 in any one Period of Insurance.

Definitions

For the purposes of this extension, the following Definitions apply.

IT Recovery Services

Temporary Information Technology facilities.

Workplace Recovery Office Facility

Temporary replacement office accommodation and services.

We will not indemnify You where

- (a) the use of any contracted Workplace Recovery Office Facilities or IT Recovery Services or
- (b) the use of Your own internal designated Workplace Recovery Office Facilities or IT Recovery Services or
- (c) the temporary loss of use of Your own internal designated Workplace Recovery Office Facilities or IT Recovery Services

lasts less than 24 consecutive hours.

Revenue Protection Business Interruption

Net Revenue Sum Insured Basis Specification

Item

Net Revenue Sum Insured stated in The Schedule.

Definitions

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.

Indemnity Period

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.

Maximum Indemnity Period

The number of months stated in The Schedule, unless amended in any Additional Contingency.

Net Revenue

The Revenue less the amount of the Uninsured Working Expenses stated in The Schedule.

Rate of Net Revenue

Net Revenue earned on the Revenue and expressed as a percentage of Revenue, during the financial year immediately before the date of the Damage.

Annual Revenue

The Revenue during the 12 months immediately before the date of the Damage.

Standard Revenue

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

Rate of Net Revenue, Annual Revenue and Standard Revenue may be adjusted to reflect any trends or circumstances which

(a) affect The Business before or after the Damage

(b) would have affected The Business had the Damage not occurred.

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

Revenue

As stated in The Schedule.

Uninsured Working Expenses

Any Uninsured Working Expenses stated in The Schedule. The words and expressions used in this definition will have the meaning usually attached to them in Your books and accounts.

Notes

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

Revenue Protection Business Interruption

Basis of Settlement

This insurance is limited to loss of Net Revenue due to

- (a) reduction in Revenue
- and
- (b) increase in cost of working.

We will pay

- (i) in respect of reduction in Revenue
the sum produced by applying the Rate of Net Revenue to the amount by which due to the Damage, the Standard Revenue exceeds the actual Revenue during the Indemnity Period
- (ii) in respect of 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 Damage. We will not pay more than the amount produced by applying the Rate of Net Revenue to the reduction in Revenue avoided by the expenditure

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

If at the time of the Damage the Sum Insured is less than the sum produced by applying the Rate of Net Revenue to 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.

Clauses

The following clauses apply to this Specification.

Alternative Premises

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.

Auditors and Professional Accountants

We will pay Your auditor's and professional accountant's reasonable charges for

- (a) producing information We require for investigating any claim and
- (b) confirming the information is in accordance with Your business books.

The maximum We will pay for any claim, including auditor's and professional accountant's charges, is the Sum Insured.

Automatic Reinstatement

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.

However, You must pay the additional premium required to reinstate the Sum Insured.

Revenue Protection Business Interruption

Clauses

(continued)

Return Premium

We will allow a return premium for the Period of Insurance where

- (a) You provide Us with a professional accountant's declaration of Net Revenue earned in Your financial year most closely corresponding to that Period of Insurance and
- (b) the declared figure (proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the Sum Insured.

The adjustment will be based on the difference between the declared figure (proportionately increased where necessary) and the Sum Insured.

The maximum We will pay is 50% of the premium paid by You for the Period of Insurance.

We will not return premium for any reduction in Net Revenue which is entirely due to a claim.

Workplace Recovery Office Facilities

- (1) Where You have in place prior to the Damage at The Premises occurring, contracted external

- (a) Workplace Recovery Office Facilities

or

- (b) IT Recovery Services,

supplied by a disaster recovery services provider, We will reimburse You for the then current annual contract fee paid (or payable) by You for such facilities or services following Damage at The Premises, as insured by this Section, causing interruption to or interference with The Business, which necessarily and reasonably results in You using such facilities or services,

or

- (2) where You have in place, Your own internal designated

- (a) Workplace Recovery Office Facilities

or

- (b) IT Recovery Services,

We will reimburse You for the necessary and reasonable additional costs of any similar replacement Workplace Recovery Office Facilities or IT Recovery Services, following Damage at The Premises, as insured by this Section, causing interruption to or interference with The Business, which results in You using, or temporarily losing the use of, Your own internal designated facilities or services.

Revenue Protection Business Interruption

Clauses

(continued)

The maximum We will pay will be £25,000 in any one Period of Insurance.

Definitions

For the purposes of this extension, the following Definitions apply.

IT Recovery Services

Temporary Information Technology facilities.

Workplace Recovery Office Facility

Temporary replacement office accommodation and services.

We will not indemnify You where

- (a) the use of any contracted Workplace Recovery Office Facilities or IT Recovery Services or
- (b) the use of Your own internal designated Workplace Recovery Office Facilities or IT Recovery Services or
- (c) the temporary loss of use of Your own internal designated Workplace Recovery Office Facilities or IT Recovery Services

lasts less than 24 consecutive hours.

Revenue Protection Business Interruption

Net Revenue Declaration Linked Basis Specification

Item	Estimated Net Revenue stated in The Schedule.	
Definitions <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>	Estimated Net Revenue	Your estimate of Net Revenue for the financial year most closely corresponding to the Period of Insurance (proportionately increased if the Maximum Indemnity Period exceeds 12 months).
	Indemnity Period	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.
	Maximum Indemnity Period	The number of months stated in The Schedule, unless amended in any Additional Contingency.
	Net Revenue	Revenue less the amount of the Uninsured Working Expenses stated in The Schedule.
	Rate of Net Revenue	Net Revenue earned on and expressed as a percentage of Revenue during the financial year immediately before the date of the Damage.
	Standard Revenue	The Revenue during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.
	Annual Revenue	The Revenue during the 12 months immediately before the date of the Damage. Rate of Net Revenue, Standard Revenue and Annual Revenue may be adjusted to reflect any trends or circumstances which (a) affect The Business before or after the Damage (b) would have affected The Business had the Damage not occurred. The adjusted figures will represent, as near as possible, the results which would have been achieved during the same period had the Damage not occurred.
	Revenue	As stated in The Schedule.
	Uninsured Working Expenses	Any Uninsured Working Expenses stated in The Schedule. The words and expressions used in this definition will have the meaning usually attached to them in Your books and accounts.

Revenue Protection Business Interruption

Notes

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

Basis of Settlement

This insurance is limited to loss of Net Revenue due to

- (a) reduction in Revenue
- and
- (b) increase in cost of working.

We will pay

- (i) in respect of reduction in Revenue:
the sum produced by applying the Rate of Net Revenue to the amount by which, due to the Damage, the Standard Revenue exceeds the Revenue during the Indemnity Period
- (ii) in respect of increase in cost of working:
any additional expense You necessarily and reasonably incur to solely prevent or limit a reduction in Revenue during the Indemnity Period which but for such additional expense would have taken place due to the Damage. We will not pay more than the amount produced by applying the Rate of Net Revenue to the reduction in Revenue avoided by the expenditure

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

Maximum Amount Payable

The maximum amount We will pay is

- (a) in respect of Net Revenue:
133⅓% of the Estimated Net Revenue stated in The Schedule
- (b) overall:
133⅓% of the Estimated Net Revenue stated in The Schedule

and

100% of the Sums Insured by other items

unless otherwise agreed by Us.

However, if at the time of the Damage the Sum Insured on Estimated Net Revenue is less than 50% of the sum produced by applying the Rate of Net Revenue to 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 and the maximum amount We will pay is the Estimated Net Revenue stated in The Schedule.

Revenue Protection Business Interruption

Clauses

The following clauses apply to this Specification.

Alternative Premises

The Revenue during the Indemnity Period will include any money paid or payable to You during the Indemnity Period for goods sold or services or accommodation provided elsewhere than at The Premises.

Auditors and Professional Accountants

We will pay Your auditor's and professional accountant's reasonable charges for

- (a) producing information We require for investigating any claim and
- (b) confirming the information is in accordance with Your business books.

The maximum We will pay for any claim, including auditor's and professional accountant's charges, is the Maximum Amount Payable.

Automatic Reinstatement

The Estimated Net Revenue stated in The Schedule will not be reduced by the amount of any claim unless We or You give written notice to the contrary.

However, You must pay the additional premium required to reinstate the Estimated Net Revenue.

Premium Adjustment

You will supply, within six months of the expiry of each Period of Insurance, a professional accountants declaration of Net Revenue earned in Your financial year most closely corresponding to the Period of Insurance.

We will, for the purposes of premium adjustment, increase the declared figure by the amount by which the Net Revenue was reduced during the financial year as a result of any claim.

If the declared figure (adjusted as above and proportionately increased where the Maximum Indemnity Period exceeds 12 months) for the relative Period of Insurance

- (a) is less than the Estimated Net Revenue, We will allow a pro rata return of up to 50% of the premium paid
- (b) exceeds the Estimated Net Revenue, You will pay a pro rata additional premium up to 33⅓% of the premium paid.

Renewal

You will supply, prior to each renewal, the Estimated Net Revenue for the financial year most closely corresponding to the following Period of Insurance.

Uninsured Working Expenses

Any increase in cost of working payment will take into account any Uninsured Working Expenses (having been deducted in arriving at the Net Revenue) which have not reduced in proportion to the reduction in Revenue.

We will calculate any such payment on the basis of the proportion that the Net Revenue bears to the Net Revenue and the total Uninsured Working Expenses.

Revenue Protection Business Interruption

Clauses (continued)

Workplace Recovery Office Facilities

- (1) Where You have in place prior to the Damage at The Premises occurring, contracted external
- (a) Workplace Recovery Office Facilities
- or
- (b) IT Recovery Services,
- supplied by a disaster recovery services provider, We will reimburse You for the then current annual contract fee paid (or payable) by You for such facilities or services following Damage at The Premises, as insured by this Section, causing interruption to or interference with The Business, which necessarily and reasonably results in You using such facilities or services,
- or
- (2) where You have in place, Your own internal designated
- (a) Workplace Recovery Office Facilities
- or
- (b) IT Recovery Services,
- We will reimburse You for the necessary and reasonable additional costs of any similar replacement Workplace Recovery Office Facilities or IT Recovery Services, following Damage at The Premises, as insured by this Section, causing interruption to or interference with The Business, which results in You using, or temporarily losing the use of, Your own internal designated facilities or services.

The maximum We will pay will be £25,000 in any one Period of Insurance.

Definitions

For the purposes of this extension, the following Definitions apply.

IT Recovery Services

Temporary Information Technology facilities.

Workplace Recovery Office Facility

Temporary replacement office accommodation and services.

We will not indemnify You where

- (a) the use of any contracted Workplace Recovery Office Facilities or IT Recovery Services or
- (b) the use of Your own internal designated Workplace Recovery Office Facilities or IT Recovery Services or
- (c) the temporary loss of use of Your own internal designated Workplace Recovery Office Facilities or IT Recovery Services

lasts less than 24 consecutive hours.

Revenue Protection Business Interruption

Gross Fees Sum Insured Basis Specification

Item

Gross Fees Sum Insured stated in The Schedule.

Cost of Replacing Books, Deeds and Documents stated in The Schedule.

Your Schedule will state

(a) which of the above items apply

(b) any other items which apply.

Definitions

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.

Annual Gross Fees

Gross Fees during the 12 months immediately before the date of the Damage.

Standard Gross Fees

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

Annual Gross Fees and Standard Gross Fees may be adjusted to reflect any trends or circumstances which

- (a) affect The Business before or after the Damage
- (b) would have affected The Business had the Damage not occurred.

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

Gross Fees

The Gross Fees paid or payable to You in the course of The Business at The Premises.

Indemnity Period

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.

Maximum Indemnity Period

The number of months stated in The Schedule, unless amended in any Additional Contingency.

Notes

1 All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.

Revenue Protection Business Interruption

Basis of Settlement

Gross Fees

This insurance is limited to loss of Gross Fees due to

- (a) reduction in Gross Fees
- and
- (b) increase in cost of working.

We will pay

- (i) in respect of reduction in Gross Fees:
the amount by which, due to the Damage, the Standard Gross Fees exceed the Gross Fees during the Indemnity Period
- (ii) in respect of increase in cost of working:
any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Gross Fees during the Indemnity Period which but for such additional expense would have taken place due to the Damage. 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 Gross Fees, which reduce or cease due to the Damage

If at the time of the Damage the Sum Insured is less than the Annual Gross Fees (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.

Cost of Replacing Books, Deeds and Documents

We will pay

- (a) any additional expense described in paragraph (ii) of the Basis of Settlement Gross Fees which exceeds the loss of Gross Fees avoided
- (b) the cost to replace books, deeds, manuscripts, plans, drawings or any other documents You own or are responsible for which
 - (i) sustain Damage at The Premises
 - and
 - (ii) require to be replaced
 - and
 - (iii) can be replaced
- (c) the cost to verify the contents of any essential documents which cannot be replaced.

The maximum We will pay will not exceed

- (a) 5% of the Sum Insured by this item for any one book, deed or document or set of documents
- (b) in total the Sum Insured by this item.

Revenue Protection Business Interruption

Clauses

The following clauses apply to this Specification.

Alternative Premises

The Gross Fees during the Indemnity Period will include any money paid or payable to You during the Indemnity Period for services rendered elsewhere than at The Premises.

Auditors and Professional Accountants

We will pay Your auditor's and professional accountant's reasonable charges for

- (a) producing information We require for investigating any claim and
- (b) confirming the information is in accordance with Your business books.

The maximum We will pay for any claim, including auditor's and professional accountant's charges, is the Sum Insured.

Automatic Reinstatement

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.

However, You must pay the additional premium required to reinstate the Sum Insured.

Documents in Transit

We will pay for loss as insured by this Section due to interruption of or interference with The Business resulting from Damage to documents owned by You or for which You are responsible

- (a) temporarily removed to premises not owned by You
- (b) in transit by road, rail or inland waterway

anywhere in England, Wales, Scotland, Northern Ireland, the Republic of Ireland the Channel Islands and the Isle of Man.

Return Premium

We will allow a return premium for the Period of Insurance where

- (a) You provide Us with a professional accountant's declaration of Gross Fees earned in Your financial year most closely corresponding to that Period of Insurance
- and
- (b) the declared figure (proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the Sum Insured.

The adjustment will be based on the difference between the declared figure (proportionately increased where necessary) and the Sum Insured.

The maximum We will repay is 50% of the premium paid by You for the Period of Insurance.

We will not return premium for any reduction in Gross Fees which is entirely due to a claim.

Revenue Protection Business Interruption

Clauses (continued)

Workplace Recovery Office Facility

- (1) Where You have in place prior to the Damage at The Premises occurring, contracted external
- (a) Workplace Recovery Office Facilities
- or
- (b) IT Recovery Services,
supplied by a disaster recovery services provider, We will reimburse You for the then current annual contract fee paid (or payable) by You for such facilities or services following Damage at The Premises, as insured by this Section, causing interruption to or interference with The Business, which necessarily and reasonably results in You using such facilities or services,
- or
- (2) where You have in place, Your own internal designated
- (a) Workplace Recovery Office Facilities
- or
- (b) IT Recovery Services,
We will reimburse You for the necessary and reasonable additional costs of any similar replacement Workplace Recovery Office Facilities or IT Recovery Services, following Damage at The Premises, as insured by this Section, causing interruption to or interference with The Business, which results in You using, or temporarily losing the use of, Your own internal designated facilities or services.

The maximum We will pay will be £25,000 in any one Period of Insurance.

Definitions

For the purposes of this extension, the following Definitions apply.

IT Recovery Services

Temporary Information Technology facilities.

Workplace Recovery Office Facility

Temporary replacement office accommodation and services.

We will not indemnify You where

- (a) the use of any contracted Workplace Recovery Office Facilities or IT Recovery Services or
- (b) the use of Your own internal designated Workplace Recovery Office Facilities or IT Recovery Services or
- (c) the temporary loss of use of Your own internal designated Workplace Recovery Office Facilities or IT Recovery Services

lasts less than 24 consecutive hours.

Revenue Protection Business Interruption

Gross Fees Declaration Linked Basis Specification

Item

Estimated Gross Fees stated in The Schedule.

Cost of replacing Books, Deeds and Documents stated in The Schedule.

Your Schedule will state

(a) which of the above items apply

(b) any other items which apply.

Definitions

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.

Estimated Gross Fees

Your estimate of Gross Fees You expect The Business to earn in the financial year most closely corresponding to the Period of Insurance (proportionately increased if the Maximum Indemnity Period exceeds 12 months).

Gross Fees

The Gross Fees paid or payable to You in the course of The Business at The Premises.

Indemnity Period

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.

Maximum Indemnity Period

The number of months stated in The Schedule, unless amended in any Additional Contingency.

Standard Gross Fees

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

Annual Gross Fees

The Gross Fees during the 12 months immediately before the date of the Damage.

Standard Gross Fees and Annual Gross Fees may be adjusted to reflect any trends or circumstances which

(a) affect The Business before or after the Damage

(b) would have affected The Business had the Damage not occurred.

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

Notes

All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.

Revenue Protection Business Interruption

Basis of Settlement

Gross Fees

This insurance is limited to loss of Gross Fees due to

- (a) reduction in Gross Fees
- and
- (b) increase in cost of working.

We will pay

- (i) in respect of reduction in Gross Fees:
the amount by which, due to the Damage, the Standard Gross Fees exceed the Gross Fees during the Indemnity Period
- (ii) in respect of increase in cost of working:
any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Gross Fees during the Indemnity Period which but for such additional expense would have taken place due to the Damage. 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 Gross Fees, which reduce or cease due to the Damage.

Cost of Replacing Books, Deeds and Documents

We will pay

- (a) any additional expense described in paragraph (ii) of the Basis of Settlement Gross Fees which exceeds the loss of Gross Fees avoided
- (b) the cost to replace books, deeds, manuscripts, plans, drawings or any other documents You own or are responsible for which
 - (i) sustain Damage at The Premises
 - and
 - (ii) require to be replaced
 - and
 - (iii) can be replaced
- (c) the cost to verify the contents of any essential documents which cannot be replaced.

The maximum We will pay will not exceed

- (a) 5% of the Sum Insured by this item for any one book, deed or document or set of documents
- (b) in total the Sum Insured by this item.

Maximum Amount Payable

The maximum amount we will pay is

- (a) in respect of Gross Fees:
133⅓% of the Estimated Gross Fees stated in The Schedule
 - (b) overall:
133⅓% of the Estimated Gross Fees stated in The Schedule
- and
- 100% of the Sums Insured by other items
- unless otherwise agreed by Us.

Revenue Protection Business Interruption

Maximum Amount Payable (*continued*)

However, if at the time of the Damage the Sum Insured on Estimated Gross Fees is less than 50% of the Annual Gross Fees (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 and the maximum amount We will pay is the Estimated Gross Fees stated in The Schedule.

Clauses

The following clauses apply to this Specification.

Alternative Premises

The Gross Fees 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.

Auditors and Professional Accountants

We will pay Your auditor's and professional accountant's reasonable charges for

- (a) producing information We require for investigating any claim and
- (b) confirming the information is in accordance with Your business books.

The maximum We will pay for any claim, including auditor's and professional accountant's charges, is the Maximum Amount Payable.

Automatic Reinstatement

The Estimated Gross Fees stated in The Schedule will not be reduced by the amount of any claim unless We or You give written notice to the contrary.

However, You must pay the additional premium required to reinstate the Estimated Gross Fees.

Documents in Transit

We will pay for loss as insured by this Section due to interruption of or interference with The Business resulting from Damage to documents owned by You or for which You are responsible

- (a) temporarily removed to premises not owned by You
- (b) in transit by road, rail or inland waterway

anywhere in England, Wales, Scotland, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.

Premium Adjustment

You will supply, within six months of the expiry of each Period of Insurance, a professional accountant's declaration of Gross Fees earned in Your financial year most closely corresponding to the Period of Insurance.

We will, for the purposes of premium adjustment, increase the declared figure by the amount by which the Gross Fees were reduced during the financial year as a result of a claim.

If the declared figure (adjusted as above and proportionately increased where the Maximum Indemnity Period exceeds 12 months) for the relative Period of Insurance

- (a) is less than the Estimated Gross Fees, We will allow a pro rata return of up to 50% of the premium paid
- (b) exceeds the Estimated Gross Fees, You will pay a pro rata additional premium up to 33⅓% of the premium paid.

Renewal

You will supply, prior to each renewal, the Estimated Gross Fees for the financial year most closely corresponding to the following Period of Insurance.

Revenue Protection Business Interruption

Clauses

(continued)

Workplace Recovery Office Facilities

- (1) Where You have in place prior to the Damage at The Premises occurring, contracted external
- (a) Workplace Recovery Office Facilities
- or
- (b) IT Recovery Services,
- supplied by a disaster recovery services provider, We will reimburse You for the then current annual contract fee paid (or payable) by You for such facilities or services following Damage at The Premises, as insured by this Section, causing interruption to or interference with The Business, which necessarily and reasonably results in You using such facilities or services,
- or
- (2) where You have in place, Your own internal designated
- (a) Workplace Recovery Office Facilities
- or
- (b) IT Recovery Services,
- We will reimburse You for the necessary and reasonable additional costs of any similar replacement Workplace Recovery Office Facilities or IT Recovery Services, following Damage at The Premises, as insured by this Section, causing interruption to or interference with The Business, which results in You using, or temporarily losing the use of, Your own internal designated facilities or services.

The maximum We will pay will be £25,000 in any one Period of Insurance.

Definitions

For the purposes of this extension, the following Definitions apply.

IT Recovery Services

Temporary Information Technology facilities.

Workplace Recovery Office Facility

Temporary replacement office accommodation and services.

We will not indemnify You where

- (a) the use of any contracted Workplace Recovery Office Facilities or IT Recovery Services or
- (b) the use of Your own internal designated Workplace Recovery Office Facilities or IT Recovery Services or
- (c) the temporary loss of use of Your own internal designated Workplace Recovery Office Facilities or IT Recovery Services

lasts less than 24 consecutive hours.

Revenue Protection Business Interruption

Gross Rentals Sum Insured Basis Specification

Item

Gross Rentals Sum Insured as stated in The Schedule.

Definitions

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.

Annual Gross Rentals

Gross Rentals during the 12 months immediately before the date of the Damage

Standard Gross Rentals

Gross Rentals during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period

Annual Gross Rentals and Standard Gross Rentals may be adjusted to reflect any trends or circumstances which

- (a) affect The Business before or after the Damage
- (b) would have affected The Business had the Damage not occurred.

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

Gross Rentals

Money paid or payable to You by tenants for rental of The Premises and for services provided in connection with The Business at The Premises.

Indemnity Period

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.

Maximum Indemnity Period

The number of months stated in The Schedule, unless amended in any Additional Contingency

Notes

- (1) All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.

Basis of Settlement

This insurance is limited to loss of Gross Rentals due to

- (a) loss of Gross Rentals
- and
- (b) increase in cost of working.

We will pay

- (i) in respect of loss in Gross Rentals
 - the amount by which, due to the Damage, the Standard Gross Rentals exceed the Gross Rentals during the Indemnity Period
- (ii) in respect of increase in cost of working
 - any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Gross Rentals during the Indemnity Period which but for such additional expense would have taken place due to the Damage. We will not pay more than the reduction avoided by the expenditure

Revenue Protection Business Interruption

Basis of Settlement (continued)

less any savings during the Indemnity Period in business charges or expenses, payable out of Gross Rentals, which reduce or cease due to the Damage.

If at the time of the Damage the Sum Insured is less than the Annual Gross Rentals (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.

Clauses

The following clauses apply to this Specification.

Alternative Premises

The Gross Rentals during the Indemnity Period will include Gross Rentals derived elsewhere than from The Premises if The Business is conducted elsewhere than at The Premises.

Auditors and Professional Accountants

We will pay Your auditor's and professional accountant's and solicitor's reasonable charges for

- (a) producing information We require for investigating any claim and
- (b) confirming the information is in accordance with Your business books.

The maximum We will pay for any claim, including auditor's and professional accountant's charges, is the Sum Insured.

Automatic Reinstatement

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.

However, You must pay the additional premium required to reinstate the Sum Insured.

Return Premium

We will allow a return premium for the Period of Insurance where:

- (a) You provide Us with a professional accountant's declaration of Gross Rentals earned in Your financial year most closely corresponding to the Period of Insurance and
- (b) the declared figure (proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the Sum Insured.

The adjustment will be based on the difference between the declared figure (proportionately increased where necessary) and the Sum Insured.

The maximum We will repay is 50% of the premium paid by You for the Period of Insurance.

We will not return premium for any reduction in Gross Rentals which is entirely due to a claim.

Revenue Protection Business Interruption

Gross Rentals Declaration Linked Basis Specification

Item	Estimated Gross Rentals stated in The Schedule.	
Definitions <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>	Estimated Gross Rentals	Your estimate of Gross Rentals for the financial year most closely corresponding to the Period of Insurance (proportionately increased where the Maximum Indemnity Period exceeds 12 months).
	Gross Rentals	Money paid or payable to You by tenants for rental of The Premises and for services provided in connection with The Business at The Premises.
	Indemnity Period	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.
	Maximum Indemnity Period	The number of months stated in The Schedule, unless amended in any Additional Contingency.
	Annual Gross Rentals	The Gross Rentals during the 12 months immediately before the date of the Damage.
	Standard Gross Rentals	<p>The Gross Rentals during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.</p> <p>Standard Gross Rentals and Annual Gross Rentals may be adjusted to reflect any trends or circumstances which</p> <ul style="list-style-type: none">(a) affect The Business before or after the Damage(b) would have affected The Business had the Damage not occurred. <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>
Notes	All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.	
Basis of Settlement	<p>This insurance is limited to loss of Gross Rentals due to</p> <ul style="list-style-type: none">(a) loss of Gross Rentalsand(b) increase in cost of working. <p>We will pay</p> <ul style="list-style-type: none">(i) in respect of Gross Rentals the amount by which, due to the Damage, the Standard Gross Rentals exceed the Gross Rentals during the Indemnity Period(ii) in respect of increase in cost of working any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Gross Rentals during the Indemnity Period which but for such additional expense would have taken place due to the Damage. 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 Gross Rentals, which reduce or cease due to the Damage.	

Revenue Protection Business Interruption

Maximum Amount Payable

The maximum amount We will pay is

(a) in respect of Gross Rentals:

133 1/3 % of the Estimated Gross Rentals stated in The Schedule

(b) overall:

133 1/3 % of the Estimated Gross Rentals stated in The Schedule

and

100% of the Sums Insured by other items unless otherwise agreed by Us.

However, if at the time of the Damage the Sum Insured on Estimated Gross Rentals is less than 50% of the Annual Gross Rentals (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 and the maximum amount We will pay is the Estimated Gross Rentals stated in The Schedule.

Clauses

The following clauses apply to this Specification.

Alternative Premises

The Gross Rentals during the Indemnity Period will include Gross Rentals derived elsewhere than from The Premises if The Business is conducted elsewhere than at The Premises.

Auditors and Professional Accountants

We will pay Your auditor's and professional accountant's reasonable charges for

(a) producing information We require for investigating any claim and

(b) confirming the information is in accordance with Your business books.

The maximum We will pay for any claim, including auditor's and professional accountant's charges, is the Maximum Amount Payable.

Automatic Reinstatement

The Estimated Gross Rentals stated in The Schedule will not be reduced by the amount of any claim unless We or You give written notice to the contrary.

However, You must pay the additional premium required to reinstate the Estimated Gross Rentals.

Premium Adjustment

You will supply, within six months of the expiry of each Period of Insurance, a professional accountant's declaration of Gross Rentals earned in Your financial year most closely corresponding to the Period of Insurance.

We will, for the purposes of premium adjustment, increase the declared figure by the amount by which the Gross Rentals were reduced during the financial year as a result of a claim.

If the declared figure (adjusted as above and proportionately increased where the Maximum Indemnity Period exceeds 12 months) for the relative Period of Insurance

(a) is less than the Estimated Gross Rentals, We will allow a pro rata return of up to 50% of the premium paid

(b) exceeds the Estimated Gross Rentals, You will pay a pro rata additional premium up to 33 1/3 % of the premium paid.

Renewal

You will supply, prior to each renewal, the Estimated Gross Rentals for the financial year most closely corresponding to the following Period of Insurance.

Revenue Protection Business Interruption

Increased Cost of Working – Commercial and Industrial Specification

Items

Increase in Cost of Working Sum Insured stated in The Schedule.

Auditor's and Professional Accountant's Charges stated in The Schedule.

The Schedule will state

- (1) which of the above items apply
- (2) any other items which apply.

Definitions

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.

Indemnity Period

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.

Maximum Indemnity Period

The number of months stated in The Schedule, unless amended in any Additional Contingency.

Maximum Limit

- (a) The result of dividing the Sum Insured, for Increase in Cost of Working, by the number of separate buildings at all of The Premises.
- (b) If a special limit stated in The Schedule applies to one or more building, the Maximum Limit for the building will be calculated by applying the 'Percentage Limit' shown against each building to the Sum Insured for Increase in Cost of Working.

The remainder of the Sum Insured will be divided equally between the other buildings to produce the Maximum Limit for each.

If the limit is shown as an amount, this amount will be the Maximum Limit for the building concerned.

Remainder Limit

The Maximum Limit less any sum paid or payable for loss during the first three months of the Indemnity Period.

Remainder Period

The Maximum Indemnity Period less three months

Basis of Settlement

We will pay Your additional expenditure which has been reasonably and necessarily incurred, as a result of the Damage, to continue The Business during the Indemnity Period.

The maximum amount We will pay will not exceed

- (1) during the first three months of the Indemnity Period 25% of the Maximum Limit
- (2) for each subsequent month of the Indemnity Period the proportion of the Remainder Limit which the one month bears to
 - (a) the Remainder Period
 - or
 - (b) nine monthswhichever is the longer,

less any savings in such expenditure during the Indemnity Period which reduce or cease due to the Damage.

The maximum amount We will pay for any one building is the Maximum Limit.

Auditor's and Professional Accountant's Charges

We will pay Your auditor's and professional accountant's reasonable charges for

- (a) producing information We require for investigating any claim and
- (b) confirming the information is in accordance with Your business books.

The maximum amount We will pay is the Sum Insured, for this Item, stated in The Schedule.

Revenue Protection Business Interruption

Increased Cost of Working - Increased Office Expenses Specification

Items

Increased Office Expenses Sum Insured stated in The Schedule.

Auditor's and Professional Accountant's Charges stated in The Schedule.

The Schedule will state

- (1) which of the above items apply
- (2) any other items which apply.

Definitions

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.

-
- | | |
|----------------------------------|---|
| Increased Office Expenses | <p>(a) Additional cost of</p> <ul style="list-style-type: none">(i) rent, rates and taxes of temporary premises(ii) any premium, or compensation, necessary to obtain the use of temporary premises(iii) removal to and from, or suitably adapting, temporary premises(iv) clerical assistance and advertising <p>(b) The cost of</p> <ul style="list-style-type: none">(i) replacing destroyed or damaged books or documents<ul style="list-style-type: none">▪ which belong to You▪ which You hold in trust or for which You are responsible▪ and which require to be replaced and are capable of being replaced(ii) obtaining evidence of the contents of any essential documents which cannot be replaced <p>(c) Other additional costs, to which We have not specifically referred, incurred with Our prior agreement.</p> |
|----------------------------------|---|

Indemnity Period	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.
-------------------------	--

Maximum Indemnity Period	The number of months stated in The Schedule, unless amended in any Additional Contingency.
---------------------------------	--

Revenue Protection Business Interruption

Definitions

(continued)

Maximum Limit

(a) The result of dividing the Sum Insured, under Increased Office Expenses, by the number of separate locations of all of The Premises.

(b) If a special limit stated in The Schedule applies to one or more location, the Maximum Limit for the location will be calculated by applying the 'Percentage Limit' shown against each location to the Sum Insured under Increased Office Expenses.

The remainder of the Sum Insured will be divided equally between the other locations to produce the Maximum Limit for each.

If the limit is shown as an amount, this amount will be the Maximum Limit for the location concerned.

If the Maximum Indemnity Period exceeds 12 months, the maximum amount We will pay during any period of 12 months of the Indemnity Period, will be the proportion of the maximum amount recoverable which 12 months has to the number of months in the Maximum Indemnity Period.

Basis of Settlement

Increased Office Expenses

We will pay Your Increased Office Expenses, which have been reasonable and necessarily incurred as a result of the Damage, to continue The Business during the Indemnity Period less any savings in such Expenses during the Indemnity Period which reduce or cease due to the Damage.

The maximum amount We will pay for any one book, document or set of documents, will be 5% of the Sum Insured applicable to The Premises at which the Damage has occurred.

The maximum amount We will pay for any one situation is the Maximum Limit.

Clauses

The following clauses apply to this Specification

Auditor's and Professional Accountant's Charges

We will pay Your Auditor's and Professional Accountant's reasonable charges for

(a) producing information we require for investigating any claim
and

(b) confirming the information is in accordance with Your business books.

The maximum amount We will pay is the Sum Insured, for this Item, stated in The Schedule.

Clauses

(continued)

Workplace Recovery Office Facilities

- (1) Where You have in place prior to the Damage at The Premises occurring, contracted external
- (a) Workplace Recovery Office Facilities
 - or
 - (b) IT Recovery Services,
- supplied by a disaster recovery services provider, We will reimburse You for the then current annual contract fee paid (or payable) by You for such facilities or services following Damage at The Premises, as insured by this Section, causing interruption to or interference with The Business, which necessarily and reasonably results in You using such facilities or services
- or
- (2) where You have in place, Your own internal designated
- (a) Workplace Recovery Office Facilities
 - or
 - (b) IT Recovery Services,
- We will reimburse You for the necessary and reasonable additional costs of any similar replacement Workplace Recovery Office Facilities or IT Recovery Services, following Damage at The Premises, as insured by this Section, causing interruption to or interference with The Business, which results in You using, or temporarily losing the use of, Your own internal designated facilities or services.

The maximum We will pay will be £25,000 in any one Period of Insurance.

Definitions

For the purposes of this extension, the following Definitions apply.

IT Recovery Services

Temporary Information Technology facilities.

Workplace Recovery Office Facility

Temporary replacement office accommodation and services.

We will not indemnify You where

- (a) the use of any contracted Workplace Recovery Office Facilities or IT Recovery Services or
- (b) the use of Your own internal designated Workplace Recovery Office Facilities or IT Recovery Services or
- (c) the temporary loss of use of Your own internal designated Workplace Recovery Office Facilities or IT Recovery Services

lasts less than 24 consecutive hours.

Revenue Protection Business Interruption Projected Additional Rent Specification

Item

Projected Additional Rent Sum Insured stated in The Schedule

Definitions

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.

Indemnity Period

The period during which The Business results are affected due to the Damage, beginning with the date on which but for the Damage, the Projected Additional Rent would have been receivable and ending not later than the Maximum Indemnity Period.

Maximum Indemnity Period

The number of months stated in The Schedule, unless amended in any Additional Contingency.

Projected Additional Rent

The amount by which

- (a) the rent receivable by the terms of a rent review exceeds
- (b) the rent receivable at the date of the Damage.

Notes

All terms in this Section exclude Valued Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax

Basis of Settlement

This insurance is limited to loss of Projected Additional Rent due to

- (a) loss of Projected Additional Rent
- and

- (b) increase in cost of working.

We will pay

- (i) in respect of loss of Projected Additional Rent the amount by which the Projected Additional Rent, which but for the Damage would have been received during the Indemnity Period exceeds the amount of the Projected Additional Rent received during the Indemnity Period
- (ii) in respect of increase in cost of working any additional expense You necessarily and reasonably incur solely to prevent or limit a loss of Projected Additional Rent during the Indemnity Period which but for such additional expense would have taken place due to the Damage. 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 Projected Additional Rent, which reduce or ceases due to the Damage.

If at the time of the Damage the Sum Insured is less than the Projected Additional Rent which would have been receivable during the Maximum Indemnity Period.

You will be Your own insurer for the difference and bear a rateable share of the loss.

Clauses

The following clauses apply to this Specification.

Auditors and Professional Accountants

We will pay Your auditor's and professional accountant's reasonable charges for

- (a) producing information We require for investigating any claim and
- (b) confirming the information is in accordance with Your business books.

The maximum We will pay for any claim, including auditor's and professional accountant's charges, is the Sum Insured.

Revenue Protection Business Interruption

Research Expenditure Specification

Item	Research Expenditure Sum Insured stated in The Schedule.	
Definitions <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>	Annual Research Expenditure	The total amount of Research Expenditure You incur during the 12 months immediately before the date of the Damage.
	Insured Amount per Week	<p>One 50th of the Research Expenditure You incur during the financial year immediately before the date of the Damage.</p> <p>Annual Research Expenditure and Insured Amount per Week will be adjusted to reflect any trends or circumstances which</p> <p>(a) affect The Business before or after the Damage</p> <p>(b) would have affected The Business had the Damage not occurred.</p> <p>The adjusted figures will represent, as near as possible, the results which would have been achieved during the same period had the Damage not occurred.</p>
	Indemnity Period	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.
	Maximum Indemnity Period	The number of months stated in The Schedule, unless amended in any Additional Contingency.
	Research Expenditure	Your total expenditure on research at The Premises.
Basis of Settlement	This insurance is limited to loss of Research Expenditure due to	
	<p>(a) loss of Research Expenditure</p> <p>and</p> <p>(b) increase in cost of working.</p> <p>We will pay</p> <p>(a) in respect of Research Expenditure</p> <p>(i) for each working week in the Indemnity Period during which the activities of The Business, due to the Damage, are totally interrupted or totally given over to the reworking of the projects affected by the Damage</p> <p>or</p> <p>(ii) a proportionate amount of the Insured Amount per Week based on the time rendered ineffective by The Damage for each working week in the Indemnity Period during which the activities of The Business, due to the Damage, are partially interrupted or partially given over to the reworking of projects affected by the Damage</p> <p>(b) in respect of increase in cost of working</p> <p>(i) any additional expense You necessarily and reasonably incur due to the Damage to prevent or limit interruption or interference with The Business which but for such additional expense would have taken place. We will not pay more than what would have been payable under (a), if no such increase in cost of working had been incurred.</p> <p>less any savings during the Indemnity Period in Research Expenditure which reduce or cease due to the Damage.</p> <p>If at the time of the Damage the Sum Insured is less than the Annual Research Expenditure (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 loss.</p>	

Revenue Protection Business Interruption

Loan Interest Charges Specification

Item	Loan Interest Charges stated in The Schedule.	
Definitions	<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>	
	Indemnity Period	The period during which The Premises are not available for occupation due to the Damage starting from the date on which, but for Damage, the loan raised on The Project would have been repaid and ending no later than the Maximum Indemnity Period.
	Maximum Indemnity Period	The number of months stated in The Schedule, unless amended in any Additional Contingency.
	The Project	The construction of the buildings to be used for the purpose of The Business at The Premises.
	Loan Interest Charges	Loan Interest Charges You incur during the Indemnity Period on loans, necessarily and reasonably continued due to the Damage which, but for such Damage, would have been repaid at the start of the Indemnity Period.
Basis of Settlement	<p>This insurance is limited to loss of Loan Interest Charges due to</p> <p>(1) Loan Interest Charges</p> <p>and</p> <p>(2) increase in cost of working.</p> <p>We will pay</p> <p>(a) in respect of loss of Loan Interest Charges, the Loan Interest Charges during the Indemnity Period</p> <p>(b) in respect of increase in cost of working any additional expense You necessarily and reasonably incur solely to prevent or limit the Loan Interest Charges which, but for such expense, would have taken place due to Damage, We will not pay more than the Loan Interest Charges avoided by the expenditure</p> <p>less</p> <p>(i) any sum receivable as interest earned on the proceeds of any other policy of insurance payable due to the Damage</p> <p>(ii) any sum receivable as interest earned on monies invested which would not have been available for investment but for the Damage.</p> <p>If at the time of the Damage the Sum Insured is less than the annual equivalent of Loan Interest Charges (proportionately increased where the Maximum Indemnity Period exceeds 12 months), You will be Your own insurer for the difference and bear a proportionate share of the loss.</p>	
Clauses	<i>The following Clauses apply to this Specification.</i>	
	Auditor's, Professional Accountant's and Legal Fees	
	We will pay Your auditor's, professional accountant's and solicitor's reasonable charges for	
	(1) producing information We require for investigating any claim	
	(2) confirming the information is in accordance with Your business books	
	(3) determining Your contractual rights under any rent cessor clause or insurance break clause contained in the lease	
	but not for any other purpose in the preparation of any claim.	
	The maximum We will pay for any claim, including auditor's, professional accountant's and solicitor's charges, is the Sum Insured.	

Revenue Protection Business Interruption

Advance Insured Profit Sum Insured Basis Specification

Item	Insured Profit Sum Insured stated in The Schedule.	
Definitions <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>	Insured Profit	<p>(a) The combined value of the Turnover, closing stock and work in progress less</p> <p>(b) the combined value of opening stock and work in progress and Uninsured Working Expenses.</p> <p>The values of opening and closing stocks and work in progress will</p> <p>(i) be calculated using Your usual accounting methods</p> <p>(ii) make due provision for depreciation</p>
	Indemnity Period	The period during which The Business results are affected due to the Damage, beginning with the date on which, but for the Damage, The Business would have commenced and ending not later than the Maximum Indemnity Period.
	Maximum Indemnity Period	The number of months stated in The Schedule, unless amended in any Additional Contingency.
	Rate of Insured Profit	Insured Profit expressed as a percentage of Turnover which, but for the Damage would have been earned on the Turnover during the Indemnity Period.
	Annual Turnover	The Turnover which, but for the Damage, would have been earned during the 12 months immediately after the date on which The Business would have commenced had the Damage not occurred.
	Standard Turnover	<p>The Turnover which, but for the Damage, would have been earned during the Indemnity Period.</p> <p>Rate of Insured Profit, Annual Turnover and Standard Turnover may be adjusted to reflect any trends or circumstances which</p> <p>(a) affect the Business before or after the Damage</p> <p>(b) would have affected the Business had the Damage not occurred.</p> <p>The adjusted figures will represent as near as possible the results which would have been achieved during the same period had the Damage not occurred.</p>

Revenue Protection Business Interruption

Definitions (continued)

Turnover

Money paid or payable to You for

(a) goods sold and delivered

(b) services provided

in course of The Business at The Premises.

Uninsured Working Expenses

(a) purchases of materials for production or re-sale (less any discounts received)

(b) discounts allowed

and

(c) any additional Uninsured Working Expenses stated in The Schedule.

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

Notes

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

Basis of Settlement

This insurance is limited to loss of Insured Profit due to

(a) reduction in Turnover

and

(b) increase in cost of working.

We will pay

(i) in respect of reduction in Turnover

the sum produced by applying the Rate of Insured Profit to the amount by which due to the Damage, the Standard Turnover exceeds the Turnover during the Indemnity Period

(ii) in respect of increase in cost of working

any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover during the Indemnity Period which but for such additional expense would have taken place due to the Damage. We will not pay more than the amount produced by applying the Rate of Insured Profit to the reduction in Turnover avoided by the expenditure

less any savings during the Indemnity Period in business charges or expenses, payable out of Insured Profit, which reduce or cease due to the Damage.

If at the time of the Damage the Sum Insured is less than the sum produced by applying the Rate of Insured Profit to the Annual Turnover (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.

Revenue Protection Business Interruption

Clauses

The following Clauses apply to this Specification.

Alternative Premises

The Insured Profit during the Indemnity Period will include any Insured Profit earned by The Business elsewhere than at The Premises.

Auditors and Professional Accountants

We will pay Your auditor's and professional accountant's reasonable charges for

- (a) producing information We require for investigating any claim and
- (b) confirming the information is in accordance with Your business books.

The maximum We will pay for any claim, including auditor's and professional accountant's charges, is the Sum Insured.

Automatic Reinstatement

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.

However, You must pay the additional premium required to reinstate the Sum Insured.

Return Premium

We will allow a return premium for the Period of Insurance where

- (a) You provide Us with a declaration of Insured Profit earned in the financial period of 12 months immediately following the commencement of The Business
and
- (b) the declared figure (proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the Sum Insured.

The adjustment will be based on the difference between the declared figure (proportionately increased where necessary) and the Sum Insured.

The maximum We will repay is 50% of the premium paid by You for the Period of Insurance.

We will not return premium in the event of any claim due to Damage being made under this Section.

Uninsured Working Expenses

Any increase in cost of working payment will take into account any Uninsured Working Expenses (having been deducted in arriving at the Insured Profit) which have not reduced in proportion to the reduction in Turnover.

We will calculate any such payment on the basis of the proportion that the Insured Profit bears to the Insured Profit and the total Uninsured Working Expenses.

Revenue Protection Business Interruption

Advance Insured Profit Declaration - Linked Basis Specification

Item	Estimated Insured Profit stated in The Schedule.	
Definitions <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>	Estimated Insured Profit	Your estimate of Insured Profit for the financial year most closely corresponding to the Period of Insurance (proportionately increased if the Maximum Indemnity Period exceeds 12 months).
	Insured Profit	<p>(a) The combined value of the Turnover, closing stock and work in progress less</p> <p>(b) the combined value of opening stock and work in progress and Uninsured Working Expenses.</p> <p>The values of opening and closing stocks and work in progress will</p> <p>(i) be calculated using Your usual accounting methods</p> <p>(ii) make due provision for depreciation.</p>
	Indemnity Period	The period during which The Business results are affected due to the Damage, beginning with the date on which, but for the Damage, The Business would have commenced and ending no later than the Maximum Indemnity Period.
	Maximum Indemnity Period	The number of months stated in The Schedule, unless amended in any Additional Contingency.
	Rate of Insured Profit	Insured Profit earned on the turnover and expressed as a percentage of turnover, during the financial year immediately before the date of the Damage.
	Standard Turnover	The Turnover which but for the Damage, would have been earned during the Indemnity Period.
	Annual Turnover	<p>The Turnover which, but for the Damage would have been earned during the 12 months immediately after the date on which the Business would have commenced had the Damage not occurred.</p> <p>Rate of Insured Profit, Annual Turnover and Standard Turnover may be adjusted to reflect any trends or circumstances which</p> <p>(a) affect the Business before or after the Damage</p> <p>(b) would have affected the Business had the Damage not occurred.</p> <p>The adjusted figures will represent as near as possible the results which would have been achieved during the same period had the Damage not occurred.</p>

Revenue Protection Business Interruption

Definitions (continued)

Turnover

Money paid or payable to You for

- (a) goods sold and delivered
- (b) services provided

in course of The Business at The Premises.

Uninsured Working Expenses

- (a) purchases of materials for production or re-sale (less any discounts received)
- (b) discounts allowed
and
- (c) any additional Uninsured Working Expenses stated in The Schedule.

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

Notes

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

Basis of Settlement

This insurance is limited to loss of Insured Profit due to

- (a) reduction in Turnover
and
- (b) increase in cost of working.

We will pay

- (i) in respect of reduction in Turnover the sum produced by applying the Rate of Insured Profit to the amount by which, due to the Damage, the Standard Turnover exceeds the Turnover during the Indemnity Period
- (ii) in respect of increase in cost of working any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover during the Indemnity Period which but for such additional expense would have taken place due to the Damage. We will not pay more than the amount produced by applying the Rate of Insured Profit to the reduction in Turnover avoided by the expenditure

less any savings during the Indemnity Period in business charges or expenses, payable out of Insured Profit, which reduce or cease due to the Damage.

Revenue Protection Business Interruption

Maximum Amount Payable

The maximum amount We will pay is

- (a) in respect of Insured Profit
133 1/3 % of the Estimated Insured Profit stated in The Schedule
- (b) overall
133 1/3 % of the Estimated Insured Profit stated in The Schedule

and

100% of the Sums Insured by other items unless otherwise agreed by Us.

However, if at the time of the Damage the Sum Insured on Estimated Insured Profit is less than 50% of the sum produced by applying the Rate of Insured Profit to the Annual Turnover (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 and the maximum amount We will pay is the Estimated Insured Profit stated in The Schedule.

Clauses

The following clauses apply to this Specification.

Alternative Premises

The Turnover 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.

Auditors and Professional Accountants

We will pay Your auditor's and professional accountant's reasonable charges for

- (a) producing information We require for investigating any claim and
- (b) confirming the information is in accordance with Your business books.

The maximum We will pay for any claim, including auditor's and professional accountant's charges, is the Estimated Insured Profit.

Automatic Reinstatement

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

However, You must pay the additional premium required to reinstate the Estimated Insured Profit.

Premium Adjustment

You will provide Us with a professional accountant's declaration of Insured Profit earned in the financial period of 12 months immediately following the commencement of The Business within six months of the expiry of the Period of Insurance.

We will, for the purposes of premium adjustment, increase the declared figure by the amount by which the Insured Profit was reduced during the financial year as a result of any claim.

If the declared figure (adjusted as above and proportionately increased where the Maximum Indemnity Period exceeds 12 months) for the relative Period of Insurance

- (a) is less than the Estimated Insured Profit, We will allow a pro rata return of up to 50% of the premium paid
- (b) exceeds the Estimated Insured Profit, You will pay a pro rata additional premium up to 33 1/3 % of the premium paid.

Revenue Protection Business Interruption

Clauses

(continued)

Renewal

You will supply, prior to each renewal, the Estimated Insured Profit for the financial year most closely corresponding to the following Period of Insurance.

Uninsured Working Expenses

Any increase in cost of working payment will take into account any Uninsured Working Expenses (having been deducted in arriving at the Insured Profit) which have not reduced in proportion to the reduction in Turnover.

We will calculate any such payment on the basis of the proportion that the Insured Profit bears to the Insured Profit and the total Uninsured Working Expenses.

Revenue Protection Business Interruption

Advance Revenue Sum Insured Specification

Item	Revenue Sum Insured stated in The Schedule	
Definitions <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>	Annual Revenue	The Revenue which, but for the Damage, would have been earned during the 12 months following the date on which The Business would have commenced had the Damage not occurred.
	Standard Revenue	The Revenue which, but for the Damage, would have been earned during the Indemnity Period.
	Indemnity Period	The period during which The Business results are affected due to the Damage, beginning with the date on which, but for the Damage, The Business would have commenced and ending no later than the Maximum Indemnity Period.
	Maximum Indemnity Period	The number of months stated in The Schedule, unless amended in any Additional Contingency.
	Revenue	As stated in The Schedule.
Notes	1	All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.
	2	Any adjustment made for current cost accounting will be ignored.
Basis of Settlement	This insurance is limited to loss of Revenue due to	
	(a) reduction in Revenue	
	and	
	(b) increase in cost of working.	
	We will pay	
	(i) in respect of reduction in Revenue:	
	the amount by which due to the Damage, the Standard Revenue exceeds the Revenue during the Indemnity Period	
	(ii) in respect of 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 Damage. 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 Damage.	
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.		

Revenue Protection Business Interruption

Clauses

The following clauses apply to this Specification.

Alternative Premises

The Revenue during the Indemnity Period will include Revenue derived elsewhere than from The Premises if The Business is conducted elsewhere than at The Premises.

Auditors and Professional Accountants

We will pay Your auditor's and professional accountant's reasonable charges for

- (a) producing information We require for investigating any claim and
- (b) confirming the information is in accordance with Your business books.

The maximum We will pay for any claim, including auditor's and professional accountant's charges, is the Sum Insured.

Automatic Reinstatement

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.

However, You must pay the additional premium required to reinstate the Sum Insured.

Return Premium

We will allow a return premium for the Period of Insurance where:

- (a) You provide Us with a declaration of Revenue earned in the financial period of 12 months immediately following the commencement of The Business
and
- (b) the declared figure (proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the Sum Insured.

The adjustment will be based on the difference between the declared figure (proportionately increased where necessary) and the Sum Insured.

The maximum We will repay is 50% of the premium paid by You for the Period of Insurance.

We will not return premium in the event of any claim due to Damage being made under this Section.

Revenue Protection Business Interruption

Advance Revenue Declaration Linked Basis Specification

Item

Estimated Revenue stated in The Schedule

Definitions

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.

Estimated Revenue

Your estimate of Revenue for the financial year most closely corresponding to the Period of Insurance (proportionately increased where the Maximum Indemnity Period exceeds 12 months).

Indemnity Period

The period during which The Business results are affected due to the Damage, beginning with the date on which, but for the Damage, The Business would have commenced and ending no later than the Maximum Indemnity Period.

Maximum Indemnity Period

The number of months stated in The Schedule, unless amended in any Additional Contingency.

Revenue

As stated in The Schedule.

Standard Revenue

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

Annual Revenue

The Revenue which, but for the Damage would have been earned during the 12 months immediately after the date on which the Business would have commenced had the Damage not occurred.

Standard Revenue and Annual Revenue may be adjusted to reflect any trends or circumstances which

- (a) affect the Business before or after the Damage
- (b) would have affected the Business had the Damage not occurred.

The adjusted figures will represent as near as possible the results which would have been achieved during the same period had the Damage not occurred.

Notes

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

Basis of Settlement

This insurance is limited to loss of Revenue due to

- (a) reduction in Revenue
- and
- (b) increase in cost of working.

Revenue Protection Business Interruption

Basis of Settlement (continued)

We will pay

- (i) in respect of reduction in Revenue

the amount by which, due to the Damage, the Standard Revenue exceeds the actual Revenue during the Indemnity Period

- (ii) in respect of increase in cost of working

any additional expenses 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 Damage. 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 Damage.

Maximum Amount Payable

The maximum amount We will pay is

- (a) in respect of Revenue

133 1/3 % of the Estimated Revenue stated in The Schedule

- (b) overall

133 1/3 % of the Estimated Revenue stated in The Schedule

and

100% of the Sums Insured by other items unless otherwise agreed by Us.

However, if at the time of the Damage the Sum Insured on Estimated Revenue is less than 50% of the Annual Turnover (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 and the maximum amount We will pay is the Estimated Revenue stated in the Schedule.

Clauses

The following clauses apply to this Specification.

Alternative Premises

The Revenue during the Indemnity Period will include any money paid or payable to You during the Indemnity Period for goods sold or services or accommodation provided elsewhere than at The Premises.

Auditors and Professional Accountants

We will pay Your auditor's and professional accountant's reasonable charges for

- (a) producing information We require for investigating any claim and

- (b) confirming the information is in accordance with Your business books.

The maximum We will pay for any claim, including auditor's and professional accountant's charges, is the Maximum Amount Payable.

Automatic Reinstatement

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

However, You must pay the additional premium required to reinstate the Estimated Revenue.

Revenue Protection Business Interruption

Clauses (continued)

*The following clauses
apply to this Specification.*

Premium Adjustment

You will provide Us with a professional accountant's declaration of Revenue for the financial period of 12 months immediately following the commencement of the Business, within six months of the expiry of the Period of Insurance.

We will, for the purposes of premium adjustment, increase the declared figure by the amount by which the Revenue was reduced during the financial year as a result of any claim.

If the declared figure (adjusted as above and proportionately increased where the Maximum Indemnity Period exceeds 12 months) for the relative Period of Insurance

- (a) is less than the Estimated Revenue, We will allow a pro rata return of up to 50% of the premium paid
- (b) exceeds the Estimated Revenue, You will pay a pro rata additional premium up to 33⅓% of the premium paid.

Renewal

You will supply, prior to each renewal, the Estimated Revenue for the financial year most closely corresponding to the following Period of Insurance.

Revenue Protection Business Interruption

Advance Gross Rentals Sum Insured Specification

Item	Gross Rentals Sum Insured stated in The Schedule.	
Definitions	Annual Gross Rentals	Gross Rentals which, but for the Damage would have been receivable had The Premises been fully let during the 12 months following the date on which The Business would have commenced had the Damage not occurred.
<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>	Standard Gross Rentals	Gross Rentals which, but for the Damage would have been receivable during the Indemnity Period based on (a) leases signed prior to the Damage and (b) leases in course of negotiation at the date of such Damage and (c) leases which would have been in force during the Indemnity Period had the Damage not occurred. Rents of similar property in the same locality and any circumstances affecting The Business or which, but for the Damage would have affected The Business during the Indemnity Period, will be taken into account, when calculating Annual Gross Rentals and Standard Gross Rentals.
	Gross Rentals	Money paid or payable to You by tenants for rental of The Premises.
	Indemnity Period	The period during which The Business results are affected due to the Damage, beginning with the date on which, but for the Damage, The Business would have commenced and ending no later than the Maximum Indemnity Period.
	Maximum Indemnity Period	The number of months stated in The Schedule unless amended in any Additional Contingency.
Notes	1 All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.	
Basis of Settlement	This insurance on Gross Rentals is limited to loss due to (a) loss of Gross Rentals and (b) increase in cost of working. We will pay (i) in respect of loss of Gross Rentals the amount by which due to the Damage, the Standard Gross Rentals exceed the Gross Rentals during the Indemnity Period (ii) in respect of increase in cost of working any additional expense You necessarily and reasonably incur solely to prevent or limit a loss of Gross Rentals during the Indemnity Period which but for such additional expense would have taken place due to the Damage. 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 Gross Rentals, which reduce or cease due to the Damage. If at the time of the Damage the Sum Insured is less than the Annual Gross Rentals (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.	

Revenue Protection Business Interruption

Clauses

The following clauses apply to this Specification.

Alternative Premises

The Gross Rentals during the Indemnity Period will include Gross Rentals derived elsewhere than from The Premises if The Business is conducted elsewhere than at The Premises.

Auditors and Professional Accountants

We will pay Your auditor's and professional accountant's reasonable charges for

- (a) producing information We require for investigating any claim and
- (b) confirming the information is in accordance with Your business books.

The maximum We will pay for any claim, including auditor's and professional accountant's charges, is the Sum Insured.

Automatic Reinstatement

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.

However, You must pay the additional premium required to reinstate the Sum Insured.

Return Premium

We will allow a return premium for the Period of Insurance where

- (a) You provide Us with a declaration of Gross Rentals earned in the financial period of 12 months immediately following the commencement of The Business
and
- (b) the declared figure (proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the Sum Insured.

The adjustment will be based on the difference between the declared figure (proportionately increased where necessary) and the Sum Insured.

The maximum We will repay is 50% of the premium paid by You for the Period of Insurance.

We will not return premium in the event of any claim due to Damage being made under this Section.

Revenue Protection Business Interruption

Advance Gross Rentals Declaration Linked Basis Specification

Item

Estimated Gross Rentals stated in The Schedule

Definitions

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.

Estimated Gross Rentals

Your estimate of Gross Rentals for the financial year (proportionately increased where the Maximum Indemnity Period exceeds 12 months) most closely corresponding to the Period of Insurance.

Gross Rentals

Money paid or payable to You by tenants for rental of The Premises.

Indemnity Period

The period during which The Business results are affected due to the Damage, beginning with the date on which, but for the Damage, The Business would have commenced and ending no later than the Maximum Indemnity Period.

Maximum Indemnity Period

The number of months stated in The Schedule, unless amended in any Additional Contingency.

Standard Gross Rentals

Gross Rentals which, but for the Damage would have been receivable during the Indemnity Period based on

- (a) leases signed prior to the Damage
and
- (b) leases in course of negotiation at the date of such Damage
and
- (c) leases which would have been in force during the Indemnity Period had the Damage not occurred.

Annual Gross Rentals

The Gross Rentals which, but for the Damage would have been receivable during the 12 months immediately after the date on which the Business would have commenced had the Damage not occurred.

Rents of similar property in the same locality and any circumstances affecting The Business or which, but for the Damage would have affected The Business during the Indemnity Period, will be taken into account, when calculating Annual Gross Rentals and Standard Gross Rentals.

Notes

All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.

Revenue Protection Business Interruption

Basis of Settlement

The insurance on Gross Rentals is limited to loss due to

- (a) loss of Gross Rentals
and
- (b) increase in cost of working.

We will pay

- (i) in respect of Gross Rentals
the amount by which, due to the Damage, the Standard Gross Rentals exceed the Gross Rentals during the Indemnity Period
- (ii) in respect of increase in cost of working
any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Gross Rentals during the Indemnity Period which but for such additional expense would have taken place due to the Damage. 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 Gross Rentals, which reduce or cease due to the Damage.

Maximum Amount Payable

The maximum amount We will pay is

- (a) in respect of Gross Rentals
133 1/3 % of the Estimated Gross Rentals stated in The Schedule
- (b) overall
133 1/3 % of the Estimated Gross Rentals stated in The Schedule

and

100% of the Sums Insured by other items unless otherwise agreed by Us.

However, if at the time of the Damage the Sum Insured on Estimated Gross Rentals is less than 50% of the Annual Gross Rentals (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 and the maximum amount We will pay is the Estimated Gross Rentals stated in The Schedule.

Clauses

The following clauses apply to this Specification.

Alternative Premises

The Gross Rentals during the Indemnity Period will include Gross Rentals derived elsewhere than from The Premises if The Business is conducted elsewhere than at The Premises.

Auditors and Professional Accountants

We will pay Your auditor's and professional accountant's reasonable charges for

- (a) producing information We require for investigating any claim and
- (b) confirming the information is in accordance with Your business books.

The maximum We will pay for any claim, including auditor's and professional accountant's charges, is the Maximum Amount Payable.

Revenue Protection Business Interruption

Clauses (continued)

Automatic Reinstatement

The Estimated Gross Rentals stated in The Schedule will not be reduced by the amount of any claim unless We or You give written notice to the contrary.

However, You must pay the additional premium required to reinstate the Estimated Gross Rentals.

Premium Adjustment

You will provide Us with a professional accountant's declaration of Gross Rentals for the financial period of 12 months immediately following the commencement of the Business, within six months of the expiry of the Period of Insurance.

We will, for the purposes of premium adjustment, increase the declared figure by the amount by which the Gross Rentals were reduced during the financial year as a result of a claim.

If the declared figure (adjusted as above and proportionately increased where the Maximum Indemnity Period exceeds 12 months) for the relative Period of Insurance

- (a) is less than the Estimated Gross Rentals, We will allow a pro rata return of up to 50% of the premium paid
- (b) exceeds the Estimated Gross Rentals, You will pay a pro rata additional premium up to 33⅓% of the premium paid.

Renewal

You will supply, prior to each renewal, the Estimated Gross Rentals for the financial year most closely corresponding to the following Period of Insurance.

Revenue Protection Business Interruption

Loan Interest Charges and Interest on Tied Capital Sum Insured Basis Specification

Item 1

On Loan Interest Charges stated in The Schedule.

Item 2

On Interest on Tied Capital stated in The Schedule.

Your Schedule will state

(a) which of the above Items apply,

(b) any other Items which apply.

Definitions

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.

Loan Interest Charges

Loan interest charges You incur on loans, necessarily and reasonably continued (proportionately increased if the Maximum Indemnity Period exceeds 12 months).

Interest on Tied Capital

Notional interest on Tied Capital at 2% above the prevailing Interbank Lending Rate. Tied Capital being Your capital outlay on The Development to the Date of Completion (proportionately increased if the Maximum Indemnity Period exceeds 12 months).

Indemnity Period

The period during which the results of The Business are affected due to the Damage, beginning with the date on which The Development would have been completed but for the Damage, and ending not later than the Maximum Indemnity Period.

Interbank Lending Rate

The prevailing BBA LIBOR (British Banking Association London Interbank Offered Rate) for a Pound Sterling (GBP) 12 months loan at the date of the Damage.

Maximum Indemnity Period

The number of months stated in The Schedule, unless amended in any Additional Contingency.

Date of Completion

The date on which The Development is to be completed, as stated in the Contract Particulars.

Contract Particulars

The particulars in the building contract and described in there as such, as completed by the employer and the contractor.

The Development

The construction of buildings or the extension, alteration or refurbishment of buildings at The Premises.

Notes

All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.

Revenue Protection Business Interruption

Basis of Settlement

This insurance is limited to:

- (1) Loan Interest Charges
and/or
- (2) loss of Interest on Tied Capital
and
- (3) increase in cost of working.

We will pay

- (a) in respect of Loan Interest Charges the Loan Interest Charges during the Indemnity Period
- (b) in respect of loss of Interest on Tied Capital the loss of Interest on Tied Capital during the Indemnity Period
- (c) in respect of increase in cost of working, any additional expense You necessarily and reasonably incur solely to prevent or limit the Loan Interest Charges and/or the loss of Interest on Tied Capital which, but for such expense, would have taken place due to the Damage. We will not pay more than the interest avoided by the expenditure.

Less

- (i) any sum receivable as interest earned on the proceeds of any other policy of insurance payable due to the Damage.
- (ii) any sum receivable as interest earned on monies invested which would not have been available for investment but for the Damage.

If at the time of the Damage the Sum Insured on each or either Item is less than the annual equivalent of:

- (a) in respect of Item 1, Your actual Loan Interest Charges in respect of The Development,
- (b) in respect of Item 2, the notional Interest on Tied Capital at 2% above the prevailing Interbank Lending Rate,

(both proportionately increased where the Maximum Indemnity Period exceeds 12 months),

You will be Your own insurer for the difference and bear a proportionate share of the loss.

Clauses

The following clauses apply to this Specification.

Auditor's, Professional Accountant's and Legal Fees

We will pay Your auditor's, professional accountant's and solicitor's reasonable charges for

- (a) producing information We require for investigating any claim,
- (b) confirming the information is in accordance with Your business books,
- (c) determining Your contractual rights under any rent cessor clause or insurance break clause contained in the lease

but not for any other purpose in the preparation of any claim.

The maximum We will pay for any claim, including auditor's, professional accountant's and solicitor's charges, is the Sum Insured.

Revenue Protection Business Interruption

Loan Interest Charges and Interest on Tied Capital Declaration

Linked Basis Specification

Item 1

On Estimated Loan Interest Charges stated in the Schedule.

Item 2

On Estimated Interest on Tied Capital stated in the Schedule.

Your Schedule will state

(a) which of the above Items apply,

(b) any other Items which apply.

Definitions

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.

Estimated Loan Interest Charges

Estimated Loan Interest charges You incur on loans, ` necessarily and reasonably continued (proportionately increased if the Maximum Indemnity Period exceeds 12 months).

Estimated Interest on Tied Capital

Estimated notional interest on Tied Capital at 2% above the prevailing Interbank Lending Rate. Tied Capital being Your capital outlay on The Development to the Date of Completion (proportionately increased if the Maximum Indemnity Period exceeds 12 months).

Indemnity Period

The period during which the results of The Business are affected due to the Damage, beginning with the date on which The Development would have been completed but for the Damage, and ending not later than the Maximum Indemnity Period.

Interbank Lending Rate

The prevailing BBA LIBOR (British Banking Association London Interbank Offered Rate) for a Pound Sterling (GBP) 12 months loan at the date of the Damage.

Maximum Indemnity Period

The number of months stated in The Schedule, unless amended in any Additional Contingency.

Date of Completion

The date on which The Development is to be completed, as stated in the Contract Particulars.

Contract Particulars

The particulars in the building contract and described in there as such, as completed by the employer and the contractor.

The Development

The construction of buildings or the extension, alteration or refurbishment of buildings at The Premises.

Notes

All terms in this Section exclude Value Added Tax to the extent that You are accountable to the Tax Authorities for Value Added Tax.

Revenue Protection Business Interruption

Basis of Settlement

This insurance is limited to

- (1) Loan Interest Charges and/or
- (2) loss of Interest on Tied Capital and
- (3) increase in cost of working.

In the event of Damage We will pay

- (a) in respect of Loan Interest Charges the Loan Interest Charges during the Indemnity Period
- (b) in respect of loss of Interest on Tied Capital the loss of Interest on Tied Capital during the Indemnity Period
- (c) in respect of increase in cost of working, any additional expense You necessarily and reasonably incur solely to prevent or limit the Loan Interest Charges and/or the loss of Interest on Tied Capital which but for such expense, would have taken place due to the Damage. We will not pay more than the interest avoided by the expenditure.

Less

- (i) any sum receivable as interest earned on the proceeds of any other policy of insurance payable due to the Damage.
- (ii) any sum receivable as interest earned on monies invested which would not have been available for investment but for the Damage.

Maximum Amount Payable

The maximum amount We will pay in respect of Loan Interest Charges and/or Interest on Tied Capital is 200% of the Estimated Loan Interest Charges and/or Estimated Interest on Tied Capital stated in The Schedule.

However, if at the time of the Damage the estimated amounts under each or either Item is less than 50% of the annual equivalent of:

- (a) in respect of Item 1, Your actual Loan Interest Charges in respect of The Development,
- (b) in respect of Item 2, the notional Interest on Tied Capital at 2% above the prevailing Interbank Lending Rate,

(both proportionately increased where the Maximum Indemnity Period exceeds 12 months),

You will be Your own insurer for the difference and bear a proportionate share of the loss and the maximum We will pay will be the Estimated Loan Interest Charges stated in The Schedule

Revenue Protection Business Interruption

Clauses

The following clauses apply to this Specification.

Auditor's, Professional Accountant's and Legal Fees

We will pay Your auditor's, professional accountant's and solicitor's reasonable charges for,

- (a) producing information We require for investigating any claim,
- (b) confirming the information is in accordance with Your business books,
- (c) determining Your contractual rights under any rent cessor clause or insurance break clause contained in the lease

but not for any other purpose in the preparation of any claim.

The maximum We will pay for any claim, including auditor's, professional accountant's and solicitor's charges, is the Maximum Amount Payable.

Premium Adjustment

You will supply, within six months of the expiry of the Period of Insurance, a professional accountant's declaration of Your Loan Interest Charges and/or the amount of Your capital outlay on The Development.

We will then calculate the Interest on Tied Capital based on this amount and the average Interbank Lending Rate during the Period of Insurance.

We will for the purposes of premium adjustment, increase the declared figures by the amount by which the Loan Interest Charges and/or the Interest on Tied Capital are reduced during the financial year as a result of any claim.

If the Loan Interest Charges and/or the Interest on Tied Capital, calculated on the amount of Your capital outlay on The Development (proportionately increased where the Maximum Indemnity Period exceeds 12 months), for the relative Period of Insurance

- (a) is less than the Estimated Loan Interest Charges and/or Estimated Interest on Tied Capital, We will allow a pro rata return of up to 50% of the premium paid
- (b) exceeds the Estimated Loan Interest Charges and/or Estimated Interest on Tied Capital, You will pay a pro rata additional premium up to 33⅓% of the premium paid.

Renewal

You will supply, prior to each renewal, the Estimated Loan Interest Charges and/or Estimated Interest on Tied Capital, for the financial year most closely corresponding to the following Period of Insurance.

Revenue Protection Book Debts

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.

Book Debts

- (1) Where declarations have been submitted monthly under the provisions of the Declaration Clause of this Section.
- The total declared in the last statement given adjusted for
- (a) bad debts
 - (b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage) to Customers' Accounts in the period between the date to which the last statement relates and the date of the Damage, and
 - (c) any abnormal condition of trade which had or could have had a material effect on The Business.
- The adjusted figures will represent as near as possible, the figures which would have been obtained at the date of the Damage had the Damage not occurred.
- (2) Where declarations have not been submitted monthly under the provisions of the Declaration Clause of this Section, a reasonable estimate of the total outstanding debits at the date of the Damage, to be agreed with Us, adjustment having been made for bad debts, provided that the estimate will not exceed 75% of the Sum Insured by Item 1 of this Section.

Customers' Accounts

Your accounts for all customers who trade with You on a credit or hire purchase basis.

Damage

Physical loss, destruction or damage.

Cover

We will indemnify You, as detailed in the Basis of Settlement, in respect of loss, directly due to Damage by any of the Contingencies set out below which are stated as applying in The Schedule occurring during the Period of Insurance to Your books of account, and other business books or records at The Premises.

Contingencies

Fire

- (1) Fire.
- (2) Lightning.
- (3) Explosion
 - (a) of boilers
 - (b) of gas in a building not being part of any gas works used for domestic purposes or used for lighting or heating the building.

Explosion.

Contingencies

(continued)

Aircraft

Aircraft including

- (a) other aerial devices
- (b) articles dropped from them.

Riot and Civil Commotion

Riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation.

Riot, Civil Commotion and Malicious Damage

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

Earthquake.

Storm and Falling Trees.

Storm, Flood and Falling Trees.

Escape of Water/Oil

Escape of water from any tank, apparatus or pipe or escape of fuel from any fixed oil heating installation.

Impact

Impact by vehicle, or by goods falling therefrom, or any animal.

Sprinkler Leakage

Water accidentally discharged or leaking from any automatic sprinkler installation at The Premises.

Theft or Attempted Theft

- (1) Theft or attempted theft,
or
- (2) Theft involving violence or threat of violence to You, Your partners, directors or Employees.

All Risks

- (1) Any Damage not excluded by the terms of the Property Damage – All Risks Section of this policy
and
- (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
 - (a) boilers on The Premises
 - (b) glass, china, earthenware, marble or other fragile objects
 - (c) vehicles licensed for road use including accessories on or attached to them
 - (d) caravans or trailers
 - (e) railway locomotives or rolling stock
 - (f) watercraft or aircraft
 - (g) property in the course of construction including materials for use in the construction

Revenue Protection Book Debts

Contingencies

(continued)

- (h) land, roads or pavements, piers, jetties, bridges, culverts or excavations
- (i) livestock
- (j) growing crops or trees.

Basis of Settlement

-
- (1) This insurance is limited to loss of Book Debts due to Damage.
- We will pay
- (a) the difference between
 - (i) the Book Debts
 - and
 - (ii) the total of the amounts received or traced
 - (b) the additional expenditure incurred with Our consent in tracing and establishing customers' debit balances after the Damage
- provided that if the Sum Insured by this item be less than the Book Debts the amount payable shall be proportionately reduced.
- (2) If We require any information to verify a claim Your professional accountants at the time of the claim may produce and report details contained in business books or records. Their report will be accepted as prima facie evidence of the details.
- We will pay Your professional accountant's charges for
- (a) producing information We require for investigating any claim
 - and
 - (b) confirming the information in accordance with Your business books.
- The maximum We will pay for any claim, including professional accountant's fees, will not exceed
- (1) is the Sum Insured on each item,
 - or
 - (2) the Total Sum Insured,
 - or
 - (3) any other maximum amount payable or Limit of Liability specified in The Schedule.

Clauses

The following clauses apply to this Section.

Automatic Reinstatement

The Sum 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.

However, You must pay the additional premium required to reinstate the Sum Insured.

Declaration

Within 30 days of the end of each month You will deposit with Us a signed statement showing the total amount outstanding in Customers' Accounts as set out in Your accounts as at the end of the said month.

On the expiry of each Period of Insurance, provided a monthly declaration has been made, the actual premium will be calculated at the rate per cent per annum on the average amount insured.

If the amount of a declaration exceeds the Sum Insured applicable at the date of such declaration, You will be deemed to have declared the Sum Insured.

Clauses

(continued)

If the actual premium is less than the first premium (or, in the case of the second and subsequent periods of insurance, the annual premium) the difference will be repaid to You.

We will not repay more than 50% of the first or annual premium respectively.

No return premium will be repaid for any Period of Insurance if any of the monthly declarations for that period are not received.

Temporary Removal

We will indemnify You in respect of loss, as insured by this Section, resulting from Damage occurring within England, Wales, Scotland, the Republic of Ireland, Northern Ireland, the Channel Islands or the Isle of Man to Your books of account, other business books or records whilst temporarily removed to any premises occupied by persons acting on Your behalf or whilst in transit.

Exceptions

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

We will not indemnify You in respect of

- (1) Damage caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.

However, We will indemnify You in respect of

- (a) such Damage which itself results from a cause not otherwise excluded
- (b) subsequent Damage which is not otherwise excluded.

- (2) erasure or distortion of Data unless caused by Damage to the equipment on or in which the Data is processed or recorded.

- (3) any Damage whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory 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 (3) (a) and/or (3) (b) above.

Terrorism means

- (i) in respect of Damage occurring in England, Wales and Scotland only (but not the territorial sea 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 of Her Majesty's government in the United Kingdom or any other government de jure or de facto
- (ii) in respect of Damage occurring in any territory not specified in (i) above any act or acts including but not limited to
 - the use or threat of force and/or violence and/or
 - harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

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

Exceptions

(continued)

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.

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

However, We will indemnify You in respect of subsequent Damage to property used by You for the purposes of The Business at The Premises caused by or resulting from Defined Contingencies (1) to (11), (13) and (15) which is not otherwise excluded.

- (5) theft of business records where You, Your partners, directors or Employees or any member of Your household is involved as principal or accessory.
- (6) theft from any Unattended Vehicle.
- (7) fraud, trick or deception.
- (8) the deliberate falsification of business records.
- (9) mislaying or misfiling of business records, clerical errors or omissions, wear and tear, gradual deterioration, rust, damp, mildew or vermin, mould or fungus.

Conditions

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

(1) Alteration

We will not indemnify You under this Section if

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

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

Conditions

(continued)

(2) Claims Procedures

If in relation to any claim You have failed to comply with the following Claims Procedures You will lose Your right to indemnity under this Section.

You must

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

(3) Index Linking

Renewal

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted for movements in The Producer Price Index for Home Sales of Manufactured Products issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion.

In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.

(4) Property Cover

We will not indemnify You under this Section unless

- (a) 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
- (b) (i) payment has been made or liability admitted for such Damage
- or
- (ii) payment would have been made or liability would have been admitted for such Damage but for the exclusion of losses below a stated amount in such insurance policy.

(5) Subrogation Rights Waiver

In the event of a claim arising under this Section, We agree to waive any rights, remedies or relief to which We may be entitled by subrogation against any company

- (a) whose relationship to You is either a parent to subsidiary or subsidiary to parent
- (b) which is a subsidiary of a parent company of which You are Yourself a subsidiary as defined in, or within the meaning of the relevant Companies Act or Companies (NI) Order, current at the time of the Damage.

(6) Payments on Account

Claim payments on account may be made to You during the Indemnity Period, if required.

Revenue Protection Book Debts

Additional Condition

The following additional condition applies to this Section.

Fire Resisting Storage

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

You must ensure that all Your books of account or other business books or records in which Your Customers' Accounts are shown will be kept in fire resisting safes or cabinets when not in use.

Revenue Protection

Loss of Licence (Insured Profit Basis)

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.

Rate of Insured Profit	Insured Profit earned on and expressed as a percentage of Turnover during the financial year immediately before the date of the Loss of Licence.
Annual Turnover	The Turnover during the 12 months immediately before the date of the Loss of Licence.
Standard Turnover	<p>The Turnover during that period in the 12 months immediately before the date of the Loss of Licence which corresponds with the Indemnity Period.</p> <p>Rate of Insured Profit, Annual Turnover and Standard Turnover may be adjusted to reflect any trends or circumstances which</p> <ol style="list-style-type: none">(1) affect The Business before or after the Loss of Licence(2) would have affected The Business had the Loss of Licence not occurred. <p>The adjusted figures will represent, as near as possible, the results which would have been achieved during the same period had the Loss of Licence not occurred.</p>
Insured Profit	<ol style="list-style-type: none">(1) The combined value of the Turnover, closing stock and work in progress, less(2) the combined value of opening stock and work in progress and Uninsured Working Expenses. <p>The values of opening and closing stocks and work in progress will</p> <ol style="list-style-type: none">(i) be calculated using Your usual accounting methods(ii) make due provision for depreciation.
Indemnity Period	<p>The period during which The Business results are affected due to the Loss of Licence, beginning with the date of the loss and ending no later than</p> <ol style="list-style-type: none">(1) the date the Licence is reinstated,or(2) the date Your interest ceases due to the disposal of The Premises,or(3) the Maximum Indemnity Period <p>whichever is the earlier.</p>
Licence	The licence or licences stated in The Schedule.
Loss of Licence	<ol style="list-style-type: none">(1) forfeiture due to licensing regulations(2) refusal to renew by the licensing authority <p>due to causes beyond Your control.</p>
Maximum Indemnity Period	12 months.
Turnover	<p>Money paid or payable to You for</p> <ol style="list-style-type: none">(1) goods sold and delivered(2) services provided <p>in course of The Business at The Premises.</p>

Revenue Protection

Loss of Licence (Insured Profit Basis)

Definitions <i>(continued)</i>	Uninsured Working Expenses	(1) purchases (less any discounts received) (2) discounts allowed and (3) any additional Uninsured Working Expenses stated in The Schedule. The words and expressions used in this definition will have the meaning usually attached to them in Your books and accounts.
--	-----------------------------------	--

Cover	<p>In the event of Loss of Licence We will indemnify You in respect of either</p> <p>(1) loss of Insured Profit due to</p> <p>(a) reduction in Turnover and (b) increase in cost of working.</p> <p>We will pay</p> <p>(i) in respect of reduction in Turnover the sum produced by applying the Rate of Insured Profit to the amount by which due to the Loss of Licence, the Standard Turnover exceeds the Turnover during the Indemnity Period</p> <p>(ii) in respect of increase in cost of working any additional expense You necessarily and reasonably incur solely to prevent or limit a reduction in Turnover during the Indemnity Period which but for such additional expenses would have taken place due to the Loss of Licence.</p> <p>We will not pay more than the amount produced by applying the Rate of Insured Profit to the reduction in Turnover avoided by the expenditure We will also pay any costs and expenses incurred with Our written consent where You appeal against the Loss of Licence.</p> <p>less any savings during the Indemnity Period in business charges or expenses, payable out of Insured Profit, which reduce or cease due to the Loss of Licence.</p> <p>or</p> <p>(2) if You are unable to obtain a Licence for a period of 12 months and You dispose of The Premises We will indemnify You in respect of the reduction in the value of Your interest in</p> <p>(a) The Premises, or (b) The Business.</p> <p>The maximum We will pay in respect of any one claim is</p> <p>(1) £100,000, or (2) the Sum Insured stated in The Schedule.</p>
--------------	---

Notes	<p>1 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>2 Any adjustment made for current cost accounting will be ignored.</p>
--------------	---

Revenue Protection

Loss of Licence (Insured Profit Basis)

Clauses

The following clauses apply to this Section.

Alternative Premises

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.

Auditors and Professional Accountants

We will pay Your auditor's and professional accountant's reasonable charges for

- (1) producing information We require for investigating any claim
and
- (2) confirming the information is in accordance with Your business books.

The maximum We will pay for any claim, including auditor's and professional accountant's charges, is the Sum Insured.

Bank Interest

The cover provided by this Section is extended to include loss sustained by Your bank resulting from forfeiture of or refusal to renew the Licence occasioned wholly or partly by or through the misconduct, or connivance, or neglect, or omission of You.

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

Uninsured Standing Charges

Any increase in cost of working settlement will take into account any standing charges of The Business which are not insured (having been deducted in arriving at the Insured Profit).

We will reflect in any such settlement the proportion only of any additional expenditure which

- (1) the Insured Profit bears
to
- (2) the sum of the Insured Profit and the uninsured standing charges.

Exceptions

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

We will not indemnify You

- (1) where You can obtain statutory compensation for Loss of Licence
- (2) where Loss of Licence arises out of
 - (a) any town or country planning, improvement or redevelopment
 - (b) compulsory purchase or surrender
 - (c) reduction or redistribution of licenses
 - (d) a change in the law.

Revenue Protection Loss of Licence (Insured Profit Basis)

Conditions

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

Alteration

We will not indemnify You under this Section if

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

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

Change in Risk

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

You must notify Us in writing immediately You become aware of

- (a) a change in tenancy or management of The Premises
- (b) a transfer or proposed transfer of the Licence
- (c) a complaint against The Premises or the control of The Premises
- (d) any action against the
 - (i) Licence holder
 - (ii) manager
 - (ii) tenant or other occupier of The Premisesfor any breach of the licensing law, or any other matter where the integrity of the person concerned is brought into question.
- (e) objection to renewal of the Licence, or other reasons which could endanger the Licence or its renewal.

Notification

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

In the event of Loss of Licence, You must inform Us in writing within 24 hours. You are also required to provide any assistance or information We may request.

Asset and Revenue Protection Terrorism

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.

Act of Terrorism	Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of HM Government in the United Kingdom or any other government de jure or de facto.
Denial of Service Attack	<p>Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems.</p> <p>This includes but is 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 between or amongst networks.</p>
Excess	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.
Hacking	Unauthorised access to any computer or other equipment, component, system or item which processes, stores or retrieves data whether Your property or not.
Heads of Cover	<p>Any of the following types of direct insurance cover</p> <ul style="list-style-type: none">(1) Buildings and completed structures(2) Other property(3) Business Interruption(4) Book Debts <p>insured under this policy.</p>
Nuclear Installation	<p>Any installation of such class or description as may be prescribed by regulations made by the Secretary of State from time to time or any successor relevant authority, being an installation designed or adapted for</p> <ul style="list-style-type: none">(1) the production or use of atomic energy,(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, <p>or</p> <ul style="list-style-type: none">(3) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.
Nuclear Reactor	Any plant (including any machinery, equipment or appliance, whether fixed 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.
Phishing	Any access or attempted access to data or information made by means of misrepresentation or deception.

Asset and Revenue Protection Terrorism

Definitions

(continued)

Private Individual

Any person other than a

- (1) company, association or partnership
- (2) trustee or body of trustees where insurance is arranged under the terms of a trust
- (3) person who owns Residential Property for the purpose of a business as a sole trader
- (4) person who owns Residential Property of which in excess of 20% is commercially occupied.

Where

- (a) (i) the Residential Property is occupied by a trustee or a sole trader as a private residence and
 - (ii) the property is not a block of flatseach will be deemed to be a Private Individual in respect of that same property.
- (b) two or more persons have arranged insurance on Residential Property in
 - (i) their several names and/or
 - (ii) 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 insuredsuch persons will be deemed to be a Private Individual in respect of that property.

Residential Property

- (1) Private dwelling houses and flats.
- (2) Household goods and personal effects.

Treasury

The Lords Commissioners of HM Treasury from time to time or any successor relevant authority.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data, files or operations whether involving self-replication or not.

This includes, but is not limited to, trojan horses, worms and logic bombs.

Asset and Revenue Protection Terrorism

Cover

We will indemnify You in respect of all losses arising under any of the Heads of Cover resulting from loss or destruction of or damage to property insured under this policy directly caused by an Act of Terrorism occurring during the Period of Insurance at The Premises but only in England, Wales and Scotland (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands), subject to the definitions, exceptions and conditions herein.

The maximum We will pay under this Section 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 where the Head of Cover is otherwise insured.

In any action, suit or proceedings where We allege that any loss is not covered by this Section the burden of proving that such loss is covered will be upon You.

Conditions

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

- (1) The insurance provided by this Section is subject to all the Definitions, Conditions and Clauses of the Sections of this policy where the Head of Cover is otherwise insured.

If there is conflict between this Section and the rest of the policy, this Section will prevail.
- (2) We will not indemnify You unless and until
 - (a) the Treasury issues a certificate certifying that any loss was caused by an Act of Terrorism,
 - or
 - (b) in the event of the Treasury refusing to issue such a certificate a tribunal formed by agreement between Us and Pool Reinsurance Company Limited decides that the cause of such loss was an Act of Terrorism.
- (3) 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
 - (a) You must declare to Us all property and/or premises owned by You, or for which You are responsible, including all such property and/or premises of subsidiary companies
 - (b) You must purchase Terrorism insurance from a Pool Reinsurance Company Limited member company in respect of all such property and/or premises.
- (4) We may cancel the cover provided by this Section
 - (a) 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
 - (b) immediately if the premium has not been paid or if there has been a default under an instalment or linked credit agreement

We will not refund any instalment paid.

Asset and Revenue Protection Terrorism

Exceptions

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

We will not indemnify You in respect of losses arising under any of the Heads of Cover

- (1) directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from
 - (a) the alteration, modification, distortion, corruption of or damage to any computer, or other equipment, component, system or item which processes, stores, transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information, programs or software) or
 - (b) any alteration, modification, distortion, erasure or corruption of data processed by any such computer, or other equipment, component, system or itemwhether Your property or not, where such damage is caused by Virus or Similar Mechanism, Hacking, Phishing or Denial of Service Attack.
- (c) 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) as a result of loss or destruction of or damage to Residential Property insured in the name of a Private Individual.
- (3) as a result of loss or destruction of or damage to any property at a Nuclear Installation or Nuclear Reactor.

Legal Liabilities

Employers' Liability

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.

Bodily Injury	Bodily injury including death, illness, disease or nervous shock.
Compensation	Damages, including interest.
Costs and Expenses	<p>(1) Fees for The Insured's legal representation at</p> <p>(a) any Coroner's Inquest or Fatal Accident Inquiry</p> <p>(b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty</p> <p>(2) costs and expenses incurred with Our written consent</p> <p>(3) Any claimant's legal costs for which The Insured is legally liable</p> <p>in connection with any event which is or may be the subject of indemnity under this Section.</p>
Terrorism	<p>Any act or acts including but not limited to</p> <p>(1) the use or threat of force and/or violence and/or</p> <p>(2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means</p> <p>caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.</p>
The Defined Territories	Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, or offshore installations within the Continental Shelf around such territories.
The Insured	<p>(1) You.</p> <p>(2) Your personal representatives in respect of legal liability You incur.</p> <p>(3) At Your request</p> <p>(a) any director, partner or Employee of Yours</p> <p>(b) the officers, committees and members of Your</p> <p>(i) canteen, social, sports, educational and welfare organisations</p> <p>(ii) first aid, fire, security and ambulance services</p> <p>in their respective capacities as such</p> <p>(c) any principal for whom You are carrying out a contract to the extent required by the contract conditions</p>

Legal Liabilities

Employers' Liability

Definitions (continued)

(d) those who hire plant to You to the extent required by the hiring conditions

or the personal representative of any of these persons

in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

The Limit of Indemnity

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.

The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

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.

Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation
- and

- (2) Costs and Expenses

in respect of 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.

The maximum We will pay is The Limit of Indemnity.

Clauses

The following clauses apply to this Section.

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 of Yours.

Legal Liabilities

Employers' Liability

Clauses

(continued)

Contractual Liability

We will indemnify The Insured in respect of liability 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.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

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

Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

(1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals.

(2) costs of prosecution awarded against You

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

We will not provide indemnity

(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.

(2) in respect of proceedings which

(a) result from any deliberate act or omission by You.

(b) relate to any person other than an Employee.

(3) in respect of any

(a) fines.

(b) remedial or publicity orders or any steps required to be taken by such orders.

(4) where indemnity is provided by another insurance policy.

Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

(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.

We will not provide indemnity

(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.

Legal Liabilities

Employers' Liability

Clauses

(continued)

- (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You.
 - (b) relate to the health and safety of any person other than an Employee.
- (3) where indemnity is provided by another insurance policy.

Our Right of Recovery

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

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

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 £250 per day.

Unsatisfied Court Judgments

We will, at Your request, pay any Employee or his or her 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.

Payment will only be made where

- (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.
- (2) the judgment was obtained in a court within The Defined Territories.
- (3) there is no appeal outstanding to the judgment.
- (4) the Employee, or his or her personal representative, assigns the judgment debt to Us.

Exceptions

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

We will not provide indemnity in respect of

- (1) work in or on and travel to, from or within any offshore
 - (a) accommodation, exploration, drilling or production rig or platform.
 - (b) support vessel.
- (2) Bodily Injury sustained by any Employee when such person is
 - (a) carried in or upon a vehicle
 - (b) entering or getting on to, or alighting from, a vehiclewhere any road traffic legislation requires insurance or security.

Legal Liabilities Employers' Liability

Exceptions (continued)

- (3) (a) liquidated damages.
- (b) penalty clauses.
- (c) fines.
- (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- (4) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - (a) Terrorism
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except as stated in **Special Provision - Terrorism** below

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

Special Provision - Terrorism

Subject otherwise to the terms of the policy

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

Conditions

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

Premium Adjustment

- (1) At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Weekly Earnings Index issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion.

In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.
- (2) Where it is stated in The Schedule that declarations apply
 - (a) You will, within one month after the Expiry Date shown in The Schedule, supply the information We require
 - and
 - (b) We will adjust the premium for the expired period subject to any minimum premium(s) applying.

Legal Liabilities Employers' Liability

Additional Endorsements

This Section extends to include the following Additional Endorsements, only if stated as applying in The Schedule.

Erection of Buildings

We will only indemnify The Insured in respect of contracts, undertaken by The Insured, for the erection of buildings not exceeding 10 metres in height including

- (1) partial or total demolition
- (2) road and footpath construction
- (3) laying pipes and drains
- (4) piling work

forming part of the contract.

We will not provide indemnity in respect of the use of explosives.

Erection, Alteration, Maintenance or Repair of Buildings

We will indemnify The Insured in respect of contracts, undertaken by The Insured, for the

- (1) erection, alteration, maintenance or repair of buildings not exceeding 10 metres in height and including any
 - (a) partial or total demolition
 - (b) road and footpath construction
 - (c) laying pipes and drains
 - (d) piling workforming part of the contract.
- (2) partial or total demolition of structures not exceeding four metres in height.

We will not provide indemnity in respect of the use of explosives.

General Builders

We will indemnify The Insured in respect of

- (1)
 - (a) partial or total demolition
 - (b) road and footpath construction
 - (c) laying pipes, drains and sewers
 - (d) piling work

only if this forms part of a contract undertaken by The Insured for the erection, alteration, maintenance or repair of buildings or structures.

- (2) partial or total demolition of structures not exceeding four metres in height.

We will not provide indemnity in respect of

- (1) water diversion or the use of explosives.
- (2) the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs.

Civil Engineering Contractors including Road and Sewer Contractors

We will indemnify The Insured in respect of

- (1) partial or total demolition
 - (a) of structures as part of a contract, undertaken by The Insured, for erection, reconstruction, alteration, maintenance or repair.
 - (b) of other structures not exceeding four metres in height.
- (2) piling work contracts undertaken by The Insured for sheet piles in respect of the temporary support of trenches.

We will not provide indemnity in respect of

- (1) piling work contracts other than the use of sheet piles for the temporary support of trenches.
- (2) water diversion or the use of explosives.
- (3) the construction of or work on
 - (a) towers, steeples, chimney shafts or blast furnaces
 - (b) viaducts, bridges and flyovers other than for surfacing or resurfacing of roads thereon.
 - (c) docks, quaysides, jetties, harbours, tunnels, dams or reservoirs.
- (4) digging below the Depth Limit shown in The Schedule.

Height Limit

We will not provide indemnity in respect of work at a height where the drop exceeds the Height Limit shown in The Schedule.

Legal Liabilities Public and Products Liability

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.

Asbestos	Asbestos, asbestos fibres or any derivatives of asbestos.
Bodily Injury	Bodily injury including death, illness, disease or nervous shock.
Compensation	Damages, including interest.
Costs and Expenses	<p>(1) Fees for The Insured's legal representation at</p> <p>(a) any Coroner's Inquest or Fatal Accident Inquiry</p> <p>(b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty</p> <p>(2) Costs and expenses incurred with Our written consent</p> <p>(3) Any claimant's legal costs for which The Insured is legally liable</p> <p>in connection with any event which is or may be the subject of indemnity under this Section.</p>
Damage	<p>Physical</p> <p>(1) loss.</p> <p>(2) destruction.</p> <p>(3) damage.</p>
Personal Injury	<p>(1) Bodily Injury.</p> <p>(2) Wrongful</p> <p>(a) arrest, detention or imprisonment.</p> <p>(b) eviction.</p> <p>(c) accusation of shoplifting.</p>
Pollution or Contamination	<p>(1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere and</p> <p>(2) all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination.</p>
Products Supplied	<p>Anything which is</p> <p>(1) manufactured, sold, supplied, processed, altered or treated</p> <p>(2) repaired, serviced or tested</p> <p>(3) installed, constructed, erected or transported</p> <p>by You or on Your behalf and which is no longer in the custody or control of The Insured.</p>
Property	Material property.
Terrorism	<p>Any act or acts including but not limited to</p> <p>(1) the use or threat of force and/or violence and/or</p> <p>(2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means</p> <p>caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.</p>

Legal Liabilities Public and Products Liability

Definitions (continued)

The Defined Territories

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.

The Insured

- (1) You.
- (2) Your personal representatives in respect of legal liability You incur.
- (3) At Your request
 - (a) any director, partner or Employee of Yours
 - (b) the officers, committees and members of Your
 - (i) canteen, social, sports, educational and welfare organisations
 - (ii) first aid, fire, security and ambulance services in their respective capacities as such
 - (c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions
 - (d) those who hire plant to You to the extent required by the hiring conditionsor the personal representatives of any of these persons in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

The Limit of Indemnity

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.

In respect of

- (1) Products Supplied
- (2) Pollution or Contamination

The Limit of Indemnity will apply to the total of all events happening in any one Period of Insurance.

The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

The Works

All works completed or to be completed by You or on Your behalf including

- (1) all materials incorporated or to be incorporated
- (2) plant, tools, equipment and temporary buildings used or to be used

for the period during which You are responsible under contract conditions.

Legal Liabilities Public and Products Liability

Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation
and

- (2) Costs and Expenses

in respect of accidental

- (a) Personal Injury

- (b) Damage to Property

- (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.

The maximum We will pay is The Limit of Indemnity and any Costs and Expenses.

However, in respect of any claim brought in

- (1) the United States of America or any territory within its jurisdiction

- (2) Canada

the maximum We will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.

Clauses

The following clauses apply to this Section.

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) Your 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.

Buildings Temporarily Occupied

We will indemnify The Insured in respect of 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

- (a) The Insured.

- (b) any other party who is carrying out work on Your behalf.

- (2) The Works.

Legal Liabilities Public and Products Liability

Clauses (continued)

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

We will indemnify The Insured in respect of

- (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 criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.

We will not provide indemnity

- (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.
- (3) where indemnity is provided by another insurance policy.

Contractual Liability

We will indemnify The Insured in respect of 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.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

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

Data Protection Act 1998

We will indemnify The Insured in respect of

- (1) legal fees and defence costs
- (2) legal liability for Compensation to an individual
 - (a) the subject of personal data The Insured holds
and
 - (b) who suffers damage or distress caused by
 - (i) inaccuracy of data
 - (ii) loss of the data
 - (iii) unauthorised destruction or disclosure of the data
 - (iv) unauthorised access to the data

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

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

Legal Liabilities Public and Products Liability

Clauses (continued)

We will not provide indemnity in respect of

- (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
 - (a) as a result of You having authorised the destruction or disclosure of the data
 - (b) which could reasonably have been expected to arise as a result of any other deliberate act or omission by You.
- (4) any fine or statutory payment.
- (5) liability which arises solely by reason of the terms of any agreement.
- (6) liability in respect of liquidated damages or under any penalty clause.
- (7) legal costs or expenses or financial losses in respect of any order
 - (a) for rectification or erasure of data
 - (b) requiring that data to be supplemented by any other statements.
- (8) proceedings relating to Compensation for any
 - (a) Employee if the Employers' Liability Section of this policy is not in force
 - (b) third party if the Public and Products Liability Section of this policy is not in force.

Defective Premises

We will indemnify The Insured in respect of legal liability for accidental Bodily Injury or Damage to Property arising under

- (1) the Defective Premises Act 1972
- (2) 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 indemnity in respect of the cost of rectifying any defect or alleged defect in such premises.

Employees' and Visitors' Personal Belongings

We will indemnify The Insured in respect of 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 indemnity where this 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.

Clauses

(continued)

Hired or Rented Premises

We will indemnify The Insured in respect of legal liability 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 indemnity in respect of

- (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.

Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You in respect of

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

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

We will not provide indemnity

- (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.
- (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You.
 - (b) relate to any Employee.
- (3) in respect of any
 - (a) fines.
 - (b) remedial or publicity orders or any steps required to be taken by such orders.
- (4) where indemnity is provided by another insurance policy.

Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (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.

We will not provide indemnity

- (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
 - (a) result from any deliberate act or omission by You.
 - (b) relate to the health and safety of any Employee.

Clauses

(continued)

(3) where indemnity is provided by another insurance policy.

Motor Contingent Liability

We will indemnify You in respect of Your legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or trailer attached thereto which is

- (1) (a) not owned by
 - (b) not loaned, leased, hired or rented to
- You nor provided by You and
- (2) being used in connection with The Business in The Defined Territories.

We will not provide indemnity

- (1) in respect of Damage to the vehicle or trailer or goods carried in or on the vehicle or trailer.
- (2) while the vehicle is being driven by
 - (a) You.
 - (b) 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.

Overseas Personal Liability

We will indemnify 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 indemnify 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 indemnity

- (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 £250 per day.

Legal Liabilities Public and Products Liability

Exceptions

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

We will not provide indemnity in respect of

- (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
 - (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
 - (i) The Insured
 - (ii) any other party who is carrying out work on Your behalfother 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
 - (a) Products Supplied (other than Products Supplied under a separate contract)
 - (b) The Works.
- (5) recalling or making refunds in respect of
 - (a) Products Supplied
 - (b) 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)
 - (a) the carrying out of any work
 - (b) any Products Suppliedwhich 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.
- (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.

Legal Liabilities Public and Products Liability

Exceptions (continued)

- (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) (a) liquidated damages
- (b) penalty clauses
- (c) fines
- (d) 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) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - (a) Terrorism
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except as stated in **Special Provision - Terrorism** below.

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (12)(a) and/or (12)(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 (12)(a) and (12)(b) above shall apply to the Public and Products Liability Section but The Limit of Indemnity for the purpose of this Special Provision - Terrorism is limited to

- (a) £5,000,000 in respect of any one event or all events consequent on or attributable to one original cause
- (b) £5,000,000 in respect of all events happening in any one Period of Indemnity in respect of Products Supplied

or any other amount specified in the policy for Public and/or Products Liability whichever is the lower.

- (13) 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.
- (14) (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.

Legal Liabilities Public and Products Liability

Exceptions (continued)

(15) 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.

Conditions

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

Premium Adjustment

(1) At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Weekly Earnings Index issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion.

In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.

(2) Where it is stated in The Schedule that declarations apply

- (a) You will, within one month after the Expiry Date shown in The Schedule, supply the information We require
and
- (b) We will adjust the premium for the expired period subject to any minimum premium(s) applying.

Suspension of Cover

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.

Legal Liabilities Public and Products Liability

Endorsements and Additional Endorsements

This Section is subject to any Endorsements and Additional Endorsements which are stated in The Schedule as applying, in addition to the Policy Conditions at the back of this policy.

(Only applicable to Charities and Not For Profit Organisations)

Charities and Not For Profit Organisations – Fundraising Events Activities and Exhibitions

For the purposes of this Endorsement, Fundraising Events Activities and Exhibitions shall mean those events organised by You or an events organiser for the purposes of raising funds for The Business and subsequent beneficiaries.

We will not provide indemnity in respect of Fundraising Events, Activities and Exhibitions

- (1) where combined numbers of entrants and spectators on site exceed 1000 at any one time
- (2) taking place outside England, Wales, Scotland, Northern Ireland, Republic of Ireland, Channel Islands and the Isle of Man
- (3) where the event duration lasts longer than 48 hours
- (4) organised by a separate third party event organiser/company
- (5) involving
 - (a) weapons
 - (b) passenger carrying amusement devices
 - (c) animal rides of any kind
 - (d) ballooning or aerial activities including parachuting, paragliding or parascending
 - (e) go-karting, quad biking or motor sports
 - (f) bungee jumping
 - (g) professional sport teams or persons
 - (h) individual exhibitions valued at over £250,000
 - (i) racing or time trials other than on foot
 - (j) activity involving watercraft

unless agreed by Us in writing.

Legal Liabilities Public and Products Liability (Additional Endorsements)

Additional Endorsements

This Section extends to include the following Additional Endorsements, only if stated as applying in The Schedule.

Products Supplied Restriction

We will not provide indemnity in respect of Products Supplied other than

- (1) the sale or supply of food and drink intended to be consumed on Your premises.
- (2) the supply of office requisites.
- (3) the disposal of furniture and office equipment previously used in the course of The Business.

North American Products Supplied Exclusion

We will not provide indemnity in respect of Products Supplied which The Insured knew, know or could be expected to know would be used within the United States of America or Canada.

Erection of Buildings

We will only indemnify The Insured in respect of contracts, undertaken by The Insured, for the erection of buildings not exceeding 10 metres in height and including

- (1) partial or total demolition
- (2) road and footpath construction
- (3) laying pipes and drains
- (4) piling work

forming part of the contract.

We will not provide indemnity in respect of the use of explosives.

Erection, Alteration, Maintenance or Repair of Buildings

We will indemnify The Insured in respect of contracts, undertaken by The Insured, for the

- (1) erection, alteration, maintenance or repair of buildings not exceeding 10 metres in height including
 - (a) partial or total demolition
 - (b) road and footpath construction
 - (c) laying pipes and drains
 - (d) piling work

forming part of the contract.

- (2) partial or total demolition of structures not exceeding four metres in height.

We will not provide indemnity in respect of the use of explosives.

General Builders

We will indemnify The Insured in respect of

- (1)
 - (a) partial or total demolition
 - (b) road and footpath construction
 - (c) laying pipes, drains and sewers
 - (d) piling work

only if this forms part of a contract undertaken by The Insured for the erection, alteration, maintenance or repair of buildings or structures.

- (2) partial or total demolition of structures not exceeding four metres in height.

We will not provide indemnity in respect of

- (1) water diversion or the use of explosives.
- (2) the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs.

Legal Liabilities Public and Products Liability (Additional Endorsements)

Additional Endorsements (continued)

Civil Engineering Contractors including Road and Sewer Contractors

We will indemnify The Insured in respect of

- (1) partial or total demolition
 - (a) of structures as part of a contract, undertaken by The Insured, for erection, reconstruction, alteration, maintenance or repair.
 - (b) of other structures not exceeding four metres in height.
- (2) piling work contracts undertaken by The Insured for sheet piles in respect of the temporary support of trenches.

We will not provide indemnity in respect of

- (1) piling work contracts other than the use of sheet piles for the temporary support of trenches.
- (2) water diversion or the use of explosives.
- (3) the construction of or work on
 - (a) towers, steeples, chimney shafts or blast furnaces
 - (b) viaducts, bridges and flyovers other than for surfacing or resurfacing of roads thereon.
 - (c) docks, quaysides, jetties, harbours, tunnels, dams or reservoirs.
- (4) digging below the Depth Limit shown in The Schedule.

Height Limit

We will not provide indemnity in respect of work at a height where the drop exceeds the Height Limit shown in The Schedule.

Claims and helpline

As soon as You are aware of an incident, You should get legal advice from the legal helpline on **0845 300 1899** without delay. Please have Your policy number to hand.

If You think that You might need to claim, contact the helpline on **0845 300 1899** and request a claim form. We can only proceed with Your claim once We have received details of the incident in writing. A claim form is available to download at **www.aviva.co.uk/legalprotection**.

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.

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.

Appointed Representative	The lawyer, accountant or other suitably qualified person, who has been appointed by Us to act on behalf of an Insured Person.
Aspect Enquiry	An examination by HM Revenue and Customs which considers one or more specific aspects of Your self-assessment and/or corporation tax return.
Attendance Expenses	<ul style="list-style-type: none">(1) The salary or wages of the Insured Person for the time they are off work<ul style="list-style-type: none">(a) to attend any arbitration, court or tribunal hearing at Our request(b) as a defendant or while attending jury service.(2) We will pay for each half or whole day that the<ul style="list-style-type: none">(a) court(b) tribunal(c) employer of the Insured Personwill not pay for.(3) The amount We will pay is based on the following<ul style="list-style-type: none">(a) the time the Insured Person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours.(b) if the Insured Person<ul style="list-style-type: none">(i) works full time, the salary or wages for each whole day equals 1/250th of the annual salary or wages of the Insured Person.(ii) works part-time, the salary or wages will be a proportion of the weekly salary or wages of the Insured Person.
Costs and Expenses	<ul style="list-style-type: none">(1) All reasonable and necessary legal and accountancy costs charged by the Appointed Representative and agreed by Us.(2) Legal costs which an Insured Person has been ordered to pay by a court or other body which We have agreed to authorise.

Definitions (continued)

Charity Commission

(Only applicable to Charities and Not For Profit Organisations)

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.

Date of Occurrence

- (1) In all civil cases, when the cause of action accrued (other than Contingencies 4A, 4B or 4C - Tax).
- (2) In all criminal cases, when the Insured Person first broke or is alleged to have first broken the criminal law in question.
- (3) Full Enquiries, Aspect Enquiries or Intervention Enquiries, when HM Revenue and Customs first notifies in writing the intention to make enquiries.
- (4) Employers Compliance and Value Added Tax disputes, when HM Revenue and Customs sends an assessment or written decision to You.
- (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 or British Standard Certificate of Registration.

((6) below is only applicable to Charities and Not For Profit Organisations)

- (6) For Charity Commission investigations, the date You receive notification from the Charity Commission that they are to conduct an investigation.

Full Enquiry

An extensive examination by HM Revenue and Customs which considers all aspects of Your tax affairs, excluding those enquiries which are limited to one or more specific aspects of Your self-assessment and/or corporation tax return.

Insured Person

- (1) You
- (2) any director of Yours, or partner, or proprietor of The Business
- (3) any employee of Yours under a contract of employment with You
- (4) any other person agreed with Us.

Intervention Enquiry

An examination by HM Revenue and Customs to measure the level of compliance in Your financial accounting records to highlight areas where errors have or may occur.

Legal Liabilities Commercial Legal Protection

Definitions (continued)

Legal Proceedings

Legal proceedings for

- (1) the pursuit or defence of a claim for damages
- (2) the defence of a criminal prosecution
- (3) appeal proceedings
- (4) specific performance or injunction

dealt with by negotiation or in a court of law, tribunal or arbitration or any other body which We have agreed to or authorised.

Limit of Indemnity

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 in connection with The Business stated in The Schedule.

Prospects of Success

In respect of all civil cases, it is always more likely than not that an Insured Person will

- (1) recover damages or obtain any other legal remedy which We have agreed to
- (2) make a successful defence
- (3) make a successful appeal or defence of an appeal.

Prospects of success will be assessed by Us or an Appointed Representative on Our behalf.

Territorial Limits

For Contingencies 2 Legal Defence (other than Contingency 2E) and 3B Bodily Injury

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).

For all other Contingencies

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

Cover

We will indemnify You or 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 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 at least 10 working days prior to the deadline for any appeal
- (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.

Contingencies

1A Employment Disputes

We will defend You

- (1) prior to the issue of Legal Proceedings following the dismissal of an Insured Person
- (2) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme
- (3) in Legal Proceedings in respect of any dispute with
 - (a) an Insured Person
 - (b) a former Insured Person
 - (c) a trade union acting on behalf of an Insured Person or a former Insured Person

which arises out of, or relates to, a contract of employment with You

- (4) in Legal Proceedings in respect of any dispute with
 - (d) an Insured Person
 - (e) a former Insured Person
 - (f) 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.

1B 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 Contingency 1A – Employment Disputes.

The maximum amount We will pay in respect of compensation awards in any one Period of Insurance is £1,000,000.

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
 - (d) statutory rights in relation to Sunday shop and betting work
- (3) any award ordered as a result of a breach of National Minimum Wage laws
- (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.

Contingencies (continued)

Conditions to Contingency 1B

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 of an Insured Person, or former Insured Person You must, throughout the dispute, have either

(a) followed the ACAS Code of Disciplinary Practice and Procedures in Employment 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 (**0845 300 1899**).

(2) Unlawful Discrimination

In respect of an order of compensation following a breach of Your statutory duties under discrimination legislation You must have at all times sought and followed the advice of Our 24 hour legal helpline since the date You knew or should have known about the employment dispute.

(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 prior to serving notice of dismissal (**0845 300 1899**).

1C 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.

2 Legal Defence

2A 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 Officer

where 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.

Legal Liabilities Commercial Legal Protection

Contingencies (continued)

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.

2B Data Protection

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

2C Wrongful Arrest

We will defend Your legal rights following civil action taken against You for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.

2D 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.
-

2E 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 Your business.

2F Jury Service

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

2G Disciplinary Hearings

We will represent an Insured Person at a disciplinary hearing that they are required to attend by a regulatory authority or professional body as a result of a complaint being brought against them.

Contingencies (continued)

3A Property Protection

We will represent You 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 nuisance or trespass including the eviction of squatters or any person occupying premises owned by You for which You are responsible.

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

- (1) a contract entered into by You
- (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.

3B Bodily Injury

We will pursue the legal rights of an Insured Person and their family members, if they are accompanying an Insured Person, following an event which causes the death of, or bodily injury to them.

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 accident
- (2) defending the legal rights of an Insured Person or their family members other than defending a counter claim
- (3) a motor vehicle whilst being driven by an Insured Person or a family member.

(The wording below applies where the policy holder is not a Charity and Not For Profit Organisation)

4A Tax Protection

We will represent You and negotiate on Your behalf in any appeal proceedings in respect of a Full Enquiry and/or Aspect Enquiry and/or Intervention Enquiry carried out by HM Revenue and Customs.

The maximum amount We will pay for Aspect Enquiries and/or Intervention Enquiries in respect of any one claim is £5,000.

(The wording below applies to Charities and Not For Profit Organisations)

4A Tax Protection or Charity Commission Investigations

We will represent You and negotiate on Your behalf in any appeal proceedings in respect of a Full Enquiry and/or Aspect Enquiry and/or Intervention Enquiry carried out by HM Revenue and Customs and/or an investigation carried out by the Charity Commission into Your business accounts.

The maximum amount We will pay for Aspect Enquiries and/or Intervention Enquiries in respect of any one claim is £5,000.

Contingencies (continued)

4B Employers' Compliance

We will represent You in any appeal proceedings in respect of a dispute concerning Your compliance with

- (1) Pay as You Earn
or
- (2) Social Security Regulations

following a review by HM Revenue and Customs.

4C VAT Disputes

We will represent You in any appeal proceedings following an assessment by HM Revenue and Customs in respect of value added tax due.

Condition to Contingencies 4A, 4B and 4C

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 value added tax
 - (2) in respect of any claim arising from any investigations or enquiries undertaken by HM Revenue and Customs Special Investigation Section or Special Compliance Office
 - (3) in respect of any claim arising from any investigations or enquiry by HM Revenue and Customs into alleged dishonesty or alleged criminal offences
 - (4) in respect of any claim arising from a tax avoidance scheme
 - (5) for the first 10% of Costs and Expenses for Aspect Enquiries and/or Intervention Enquiries in respect of any one claim.
-

5 Contract Disputes

We will represent You in any Legal Proceedings for civil action relating to a contractual dispute arising from that agreement or that 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 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.

Contingencies (continued)

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 other than claims for indemnity under this section
 - (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 or any other financial product
 - (d) a motor vehicle owned by, hired or leased to You other than agreements relating to the sale or 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.
-

6 Tenancy Disputes

We will represent You in any Legal Proceedings for civil action relating to a tenancy dispute between You and Your landlord arising from premises leased or rented to You. We will not provide indemnity in respect of any dispute arising from or relating to rent, service charges or renewal of the tenancy agreement.

7 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 or statutory 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 or British Standard Certificate of Registration
 - (2) any licence appeal relating to the ownership, driving or use of a motor vehicle.
-

8 Debt Recovery

We will represent You in any Legal Proceedings for civil action including the enforcement of judgement 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 judgement if We are not satisfied that there are, or will be, sufficient assets available to satisfy judgement
- (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.

Legal Liabilities Commercial Legal Protection

Contingencies (continued)

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
 - (c) a loan, mortgage, pension or any other financial product
- (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) the recovery of money and interest due from another party where the other party intimates that a defence exists.

Exceptions – Applying to all Contingencies

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

We will not provide indemnity in respect of any claim

- (1) if an Insured Person does not keep to the terms, exceptions and conditions of this Section. The cover will also not apply if an Insured Person can claim under another policy
- (2) if any Costs and Expenses are incurred prior to Our written acceptance of a claim
- (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
- (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 Contingency 1B (Compensation Awards) and Contingency 2 (Legal Defence)
- (5) relating to
 - (a) patents
 - (b) copyrights
 - (c) trademarks
 - (d) merchandise marks
 - (e) registered designs
 - (f) intellectual property
 - (g) secrecy and confidentiality agreements
- (6) relating to franchise or agency rights where You have the legal capacity to alter the legal relations of another
- (7) deliberately or intentionally caused by an Insured Person
- (8) in respect of a dispute with Us not catered for in Section Conditions 6 and 7 for a judicial review
- (9) 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

Exceptions – Applying to all Contingencies

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

- (10) notified under this Section when, either at the start of or during the course of the claim You
 - (i) are bankrupt
 - (ii) have filed a bankruptcy petition or winding up petition
 - (iii) have made an arrangement with creditors
 - (iv) have entered into a deed or arrangement
 - (v) are in liquidation
 - (vi) are or part of or all of Your affairs or property are in the care or control of a receiver or administrator

Conditions – Applying to all Contingencies

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

(1) Claims – your duty

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.

(2) Claims – legal representation

- (a) On acceptance of a claim, if appropriate, We will appoint an Appointed Representative.
- (b) 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.
- (c) If We do not agree to the Insured Person's choice of Appointed Representative under condition 2(b) above, an Insured Person may choose another suitably qualified person.
- (d) If there is still a disagreement with regard to the Appointed Representative, We will ask the president of a relevant national law society to choose a suitably qualified person to represent an Insured Person. We and the Insured Person must accept such choice.
- (e) In all other circumstances We will be free to choose an Appointed Representative.
- (f) An Appointed Representative will be appointed by Us and represent an Insured Person according to Our standard terms of appointment.

(3) Claims – Our rights and Your obligations

- (a) We will have direct access to the Appointed Representative who will, upon request, provide Us with any information or opinion on Your claim.
- (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.
- (c) At Our request an Insured Person must give the Appointed Representative any instructions that We require.
- (d) An Insured Person must notify Us immediately if anyone offers to settle a claim or makes a payment into court.
- (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.
- (f) No agreement to settle on the basis of both parties paying their own costs is to be made without Our prior approval.

Conditions – Applying to all Contingencies (continued)

(4) Discontinuance of a claim

If an Insured Person

- (a) settles a claim or withdraws a claim without Our prior agreement
- (b) does not give suitable instructions to the Appointed Representative
- (c) dismisses an Appointed Representative without Our prior consent

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.

(5) Recoveries

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.

(6) Disputes

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.

(7) Arbitration

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 to arbitration, which will be decided by counsel chosen jointly by Us and an Insured Person.

If there is a disagreement with regard to the choice of counsel, We will ask the president of a relevant national law society to choose a suitably qualified person.

The arbiter's decision shall be final and binding on both parties.

All costs for resolving the difference will be met by the party whom the decision is made against.

(8) Acts of Parliament

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.

Legal Liabilities Professional Indemnity (Architects & Engineers)

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.

Approved Person

- (1) A Fellow or Professional Member or Technical Member of the Royal Institution of Chartered Surveyors (RICS),
- (2) A Member of the Institution of Civil Engineers (MICE),
- (3) A Member of the Institution of Structural Engineers (MIStructE),
- (4) A Fellow or Associate of the Faculty of Architects and Surveyors (FFAS),
- (5) A Fellow or Associate of the Royal Institute of British Architects (RIBA),
- (6) A Fellow or Associate of Royal Incorporation of Architects in Scotland (RIAS),
- (7) Anyone who is certified or accredited as a Home Inspector or to produce energy performance certificates by a scheme approved by the Secretary of State,
- (8) Anyone who has at least five years experience of such work,
- (9) Any other person delegated by You to execute work as part of their training subject always to
 - (a) supervision to be provided by a person qualified in accordance with (1) to (7) above,
 - (b) agreement in writing having been obtained from Us prior to cover being granted.

Asbestos Inspection

Any Type 1, 2 or 3 inspection as set out in MDHS 100 published by the Health and Safety Executive, or any other comparable inspection, whether of commercial or residential land or property.

Bodily Injury

Any injury including death, illness, disease, sickness, psychological injury, emotional distress or nervous shock.

Claim

Demand made against You consisting of or arising from any

- (1) demand, whether oral or in writing, for damages or compensation,
- (2) notice of intention, whether orally or in writing, to commence legal proceedings,
- (3) communication invoking any pre action protocols,
- (4) notification of arbitration, ombudsman or adjudication proceedings.

Collateral Warranty or Duty of Care Agreement

Any contractual agreement entered into by You which acknowledges or accepts that You owe a duty of care to, or are, or may be responsible for, the losses of any party other than Your direct client to whom You are contracted to provide services.

Legal Liabilities

Professional Indemnity (Architects & Engineers)

Definitions

(continued)

Documents

Any

- (1) project models or displays,
- (2) deeds, wills or agreements,
- (3) maps, plans, records, photographs, negatives, calculations or drawings,
- (4) written or printed books, letters, certificates, documents or forms of any nature whatsoever,
- (5) computer software, files, documents and systems records

which are Your property or are under Your custody or control.

This definition does not include bearer bonds, evidence of share ownership (whether in electronic or other form), coupons, bank or currency notes and other negotiable paper.

Excess

The first part of each and every payment in relation to a Claim or loss which is payable by You rather than Us. The amount of the Excess is stated in The Schedule.

The Excess does not apply to Other Costs or the Additional Cover section.

Limit of Indemnity

In respect of any Claim arising directly or indirectly from Pollution or Contamination

- the maximum amount stated in The Schedule We will pay in respect of any one Claim and in total for all Claims first made during any one Period of Insurance.

In respect of all other Claims

- the maximum amount stated in The Schedule, which We will pay in respect of any one Claim or loss or series of Claims or losses arising directly or indirectly from any one source or originating cause.

Any dishonesty or fraud committed by a person acting alone or in collusion with others shall be treated as one Claim or loss.

Other Costs

All costs and expenses incurred in the investigation, defence or settlement of any Claim or loss in so far as those costs and expenses have been incurred with Our written consent.

Pollution or Contamination

Any pollution or contamination by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring.

This definition does not include pollution or contamination by asbestos.

Legal Liabilities

Professional Indemnity (Architects & Engineers)

Definitions (continued)

Proposal	Any signed proposal form, renewal declaration, statement of fact or any additional information supplied to Us by You or on Your behalf.
Territorial Limits	Great Britain, Northern Ireland, the Isle of Man, The Channel Islands and any other European Union Member country.
Terrorism	<p>Any act or acts including but not limited to</p> <p>(a) the use or threat of force and/or violence and/or</p> <p>(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</p> <p>caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part for political religious ideological or similar purposes.</p>
The Business	<p>(1) The provision, within the Territorial Limits, of professional advice or professional services directly connected to the activities declared to Us in Your Proposal.</p> <p>(2) Any individual personal appointment held by You but only in respect of professional advice or professional services directly connected with (1) above.</p>
You/Your/The Policyholder/ The Insured	<p>(1) Any individual, partnership, limited liability partnership, company, or limited company named in The Schedule or any predecessor in business of such individual, partnership, limited liability partnership, company or limited company as declared to Us.</p> <p>(2) Any person who is or has been or who becomes a director, partner, principal or Employee of any person or body referred to in (1) above but only in respect of work undertaken for or on behalf of any person or body referred to in (1) above.</p> <p>(3) The estate, heirs, executors, legal or personal representatives of any person or body referred to in (1) or (2) above in the event of their death or incapacity.</p>

Legal Liabilities Professional Indemnity (Architects & Engineers)

Cover

(1) We will indemnify You

- (a) in respect of any Claim arising out of the conduct of The Business, first made against You and notified to Us during the Period of Insurance, for any civil liability including claimants costs and expenses,
- (b) for any decision, made against You by an adjudicator appointed to resolve a dispute in accordance with the Scheme for Construction and Regeneration as contained in the Housing Grants Construction and Regeneration Act 1996,

We will not indemnify You unless such award arose from a Claim or complaint made against You which would otherwise have fallen to be dealt with under the terms of this Section, notwithstanding its referral to the adjudicator.

- (c) for costs and expenses incurred by You in respect of any reasonable action taken to mitigate a loss or potential loss that would otherwise be the subject of a Claim under this Section provided that
 - (i) We give prior written consent to You incurring such costs and expenses and
 - (ii) You prove to Our satisfaction that the amount of the costs and expenses to be incurred are less than any likely award of damages arising from the same potential Claim.

We will not indemnify You in respect of any Claim arising directly or indirectly from, related to, in consequence of, contributed to or aggravated by asbestos other than specifically stated in (2) below.

(2) We will indemnify You in respect of any Claim arising directly or indirectly from asbestos first made against You and notified to Us during the Period of Insurance solely arising from a negligent act, negligent error or negligent omission committed by You in the conduct of The Business.

We will not indemnify You in respect of any Claim arising directly or indirectly

- (a) from any Asbestos Inspection carried out by You
- (b) out of or in any way involving Bodily Injury or fear of Bodily Injury related to, in consequence of, contributed to or aggravated by asbestos.

Our total liability under (2), which is part of and not in addition to the Limit of Indemnity, in respect of any one Claim and in total for all Claims, including claimants costs and expenses and Other Costs, is £250,000 during any one Period of Insurance.

Our total liability under this Section shall not exceed the Limit of Indemnity and Other Costs.

If the amount paid to dispose of a Claim or loss exceeds the Limit of Indemnity, Our liability for Other Costs will only be the proportion which the Limit of Indemnity bears to the total amount paid to dispose of such Claim or loss.

We shall not be liable for the Excess or any lesser amount for which a Claim or loss may be settled.

Additional Cover

The following are extensions to cover and are in addition to the Limit of Indemnity.

Documents

We will indemnify You in respect of reasonable costs and expenses incurred by You in replacing, restoring or reconstituting Documents, lost or damaged in the conduct of The Business provided the loss or damage is suffered and first discovered by You and notified to Us during the Period of Insurance.

Our total liability shall not exceed £50,000 for any one occurrence and £200,000 in all in any one Period of Insurance.

We will not indemnify You in respect of any loss or damage to Documents which are stored on Computer and Electronic Equipment, unless such Documents are backed up with the intention that in the event of loss or damage the back up can be used as the basis for restoring the Documents to their original status.

Legal Liabilities Professional Indemnity (Architects & Engineers)

Additional Cover (continued)

Legal Costs

We will indemnify you in respect of reasonable costs and expenses incurred with Our prior written consent in dealing with an investigation and the defence of any proceedings first brought against You and notified to Us during the Period of Insurance under

- (1) The Health & Safety at Work etc Act 1974
- (2) The Health & Safety at Work (Northern Ireland) Order 1978
- (3) The Estate Agents Act 1979
- (4) The Construction (Design & Management) Regulations 2007
- (5) any similar or successor legislation.

Our liability shall not exceed £150,000 in all in any one Period of Insurance.

We will not indemnify You

- (a) unless We believe that defending such proceedings could protect You against any concurrent or subsequent Claim arising from The Business and in respect of which We may be obliged to provide an indemnity under the terms of this Section.
- (b) in respect of any criminal penalties or fines.

Payment for Court Attendance

We will compensate You, subject to Our prior written consent, if You are attending court as a witness in connection with a Claim for which You are entitled to indemnity under this Section.

The maximum We will pay You is £300 per person per day.

Our total liability shall not exceed £15,000 in all in any one Period of Insurance.

Representation Costs

We will indemnify You in respect of reasonable costs and expenses incurred by You for representation at properly constituted hearings, tribunals or proceedings provided that

- (1) such costs and expenses are incurred with Our prior written consent
and
- (2) the subject of the hearing, tribunal or proceeding may become a Claim under this Section and in respect of which We may be obliged to provide an indemnity under the terms of this Section.

Our liability shall not exceed £150,000 in all in any one Period of Insurance.

Legal Liabilities Professional Indemnity (Architects & Engineers)

Exceptions

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

We will not indemnify You in respect of any

- (1) Claim or loss to any person committing or conspiring to commit or condoning any dishonest or fraudulent act or omission.
- (2) Claim arising directly or indirectly from or caused by any dispute between You and any present or former Employee or any person who has applied for or been offered employment with You.
- (3) Claim arising directly or indirectly from or caused by
 - (a) any Bodily Injury of any Employee whilst in the course of their employment with You.
 - (b) any other Bodily Injury or loss of or damage to property unless arising from any actual or alleged breach of duty in the performance of The Business.
- (4) fines, penalties, punitive, multiple, aggravated or exemplary damages where such can be identified separately within any award of any court or tribunal.
- (5) Claim brought by any entity
 - (a) in which You exercise a controlling interest,
 - (b) which exercises a controlling interest over The Business by virtue of having a financial or executive interest in Youunless such Claim arises from or is caused by a claim made against such entity by an independent third party.
- (6) Claim made against You in Your capacity as a director, officer or trustee unless arising from an alleged breach of professional duty in the conduct of The Business.
- (7) Claim or loss arising from any plan, programme or scheme established or maintained to provide benefits to You or any Employee.
- (8) Claim arising from or caused by the ownership, possession or use, by You or on Your behalf, of any aircraft, watercraft, hovercraft, motor vehicle or trailer.
- (9) Claim arising directly or indirectly from or caused by
 - (a) the ownership, possession or use, by You or on Your behalf, of any buildings, structures, premises or land or
 - (b) that part of any building leased, occupied or rented by You or
 - (c) any other property (mobile or immobile) belonging to You.
- (10) Claim or loss arising from any dishonest or fraudulent act or omission committed by any person after the discovery, in relation to that person, of reasonable cause for suspicion of any dishonest or fraudulent act or omission.
- (11) defamation unless You can show that it was committed by You in good faith.
- (12) Claim or loss arising out of or caused by any
 - (a) acceptance or guarantee of fitness for purpose where this appears as an express term,
 - (b) express guarantee,
 - (c) express contractual penalty,
 - (d) acceptance of liability for liquidated damages,unless such liability would have attached to You in the absence of the features listed above.

Legal Liabilities Professional Indemnity (Architects & Engineers)

Exceptions

(continued)

- (13) liability arising from
 - (a) the defective workmanship of any construction, installation, repair, alteration or maintenance work, unless arising from an alleged breach of professional duty in the conduct of The Business.
 - (b) any manufacturing defect of any goods or products supplied by You.
- (14) Claim or loss arising from any trading losses or trading liabilities incurred by any business managed by or carried on by You.
- (15) Claim arising directly or indirectly from or caused by Your insolvency or bankruptcy.
- (16) Claim arising directly or indirectly from or caused by any survey or valuation unless it was undertaken by an Approved Person.
- (17) Claim or loss arising directly or indirectly from or caused by any work undertaken by You or on Your behalf prior to any Retroactive Date stated in The Schedule.
- (18) Claim where You are entitled to indemnity under any other policy except in respect of any excess beyond the amount which would have been payable under such policy had this policy not been effected.
- (19) Claim or circumstance that might give rise to a Claim which
 - (a) has been notified under any other policy of insurance attaching prior to the inception of this section
 - (b) You were or should after reasonable enquiry have been aware of prior to the inception of this Section.
- (20) Claim
 - (a) instituted or pursued in the United States of America, its territories and possessions or Canada (including without limitation the enforcement of a judgement or finding of a court or tribunal of another jurisdiction or otherwise),
 - (b) in which it is contended that the laws of the United States of America, its territories and/or possessions or Canada should or do apply,
 - (c) which involves the enforcement or attempted enforcement of a judgement or finding of a court or tribunal of the United States of America, its territories and/or possessions or Canada.
- (21) Claim arising directly or indirectly from or caused by the transmission or receipt of any computer virus or any other computer program or code designed to produce unexpected, unauthorised or undesirable effects or operations.
- (22) Claim, loss or consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - (a) Terrorism,
 - (b) any action taken in controlling preventing suppressing or in any way relating to (a) above.

In any action, suit or other proceedings, where We allege that by reason of this exception any consequence whatsoever resulting directly or indirectly from (a) above regardless of any other contributory cause or event is not covered by this section, the burden of proving that any consequence whatsoever resulting directly or indirectly from or in connection with (a) above regardless of any other contributory cause or event is covered shall be upon You.

Legal Liabilities Professional Indemnity (Architects & Engineers)

Exceptions (continued)

- (23) 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 Attack
 - (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.

Conditions

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

If in relation to any Claim You fail to fulfil or observe the requirements imposed upon You by conditions (1), (2), (3) or (4) You will lose Your right to indemnity or payment for that Claim.

- (1) If during the Period of Insurance, regardless of any Excess, You
- (a) receive any Claim, You shall give written notice to Us as soon as practicable save in the case of Claims concerning adjudications under the Housing Grants Construction and Regeneration Act 1996, the special provisions concerning which are set out at Condition (4) below.
 - (b) become aware of any circumstance that might give rise to a Claim, You 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 been made during the Period of Insurance in which the notice of such circumstance was first received by Us.
 - (c) discover a reasonable cause for suspicion of any dishonesty or fraud on the part of any past or present director, partner, or Employee of Yours, whether giving rise to a Claim or not, You shall give written notice to Us of such discovery as soon as practicable.
 - (d) discover any loss or damage to Documents, You shall give written notice to Us of such discovery as soon as practicable.

Provided always that any such written notice under any part of this condition (1) is received by Us during the Period of Insurance.

Any written notice should be sent to:-

The Claims Manager
Professional Risks Claims,
Pitheavlis,
Perth
PH2 0NH
Telephone **0845 302 8408**
Fax **0845 302 8409**
Email: **PRCMLS@aviva.co.uk**

- (2) In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, You must not admit liability for or settle any Claim or incur any related costs or expenses without Our written consent.

Legal Liabilities Professional Indemnity (Architects & Engineers)

Conditions (continued)

- (3) In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, We will be entitled, at Our own expense at any time, to take over and conduct in Your name the defence or settlement of any such Claim or circumstance. If We do take over and conduct the defence or settlement of any such Claim You shall give Us all such information and assistance as We may reasonably require and that is in Your power to provide.
- Without prejudice to the generality of the above, Your duty to assist Us includes
- (a) providing all such information, assistance, signed statements or depositions as may be required to facilitate compliance with any civil procedure rules, practice directions and pre-action protocols as may be issued.
 - (b) allowing Us to present the best possible defence of a Claim within the time constraints available.
 - (c) ensuring ready access to all and any information that We may require in the defence of a Claim or investigation of a loss.
 - (d) ensuring the payment, on demand, of the Excess in conjunction with the terms of any settlement agreed by Us.
- (4) As regards Claims concerning adjudications under the Housing Grants Construction and Regeneration Act 1996, We will not provide indemnity unless You notify Us within 72 hours of
- (a) receipt of any notice of adjudication or
 - (b) the service by You of any notice of adjudication or
 - (c) You becoming aware of any circumstance which may give rise to a notice of adjudication being served on You.
- (5) In connection with any Claim, We may at any time pay You the amount of the Limit of Indemnity (after deduction of any sums already paid as damages or claimant's costs and expenses in respect of such Claim) or any lesser amount for which We believe that such Claim can be settled and thereupon We shall relinquish the control of such Claim and be under no further liability in connection therewith except for costs and expenses incurred prior to the date of such payment and for which We may be responsible under this policy.
- (6) The Limit of Indemnity and the Excess apply to all of You jointly. If more than one insured is named in The Schedule the total amount We will pay will not exceed the amount We would be liable to pay to any one of You.
- (7) If any payment is made by Us to You under the terms of this Section, You grant to us all rights of recovery that You would have had against any parties from whom a recovery may be made and You will take all reasonable steps to preserve and not to prejudice such rights.
- (8) A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Legal Liabilities Professional Indemnity (Architects & Engineers)

Conditions (continued)

(9) Where a Claim or loss involves the dishonest or fraudulent act or omission of any former or present partner, director, member, Employee, consultant or sub-contractor

(a) You shall at Our request and expense take all reasonable steps to obtain reimbursement from such person,

(b) any monies which but for the dishonest or fraudulent act or omission would be due to such persons from You or monies of such persons held by You shall be deducted from any amount payable under this Section,

(c) no indemnity in respect of such Claim or loss shall be afforded to any person committing or condoning such dishonest or fraudulent act or omission,

(d) nothing herein shall preclude Us from exercising any right of subrogation against any person committing or condoning such dishonest or fraudulent act or omission.

(10) You shall not be required to contest any legal proceedings unless a senior barrister (to be mutually agreed upon between You and Us) shall advise that such action has a reasonable prospect of success.

(11) Where there has been alleged non-disclosure or misrepresentation of facts or untrue statements in the Proposal and provided always that You establish to Our reasonable satisfaction that such alleged non-disclosure, misrepresentation of facts or untrue statements were free of any fraudulent conduct or intent to deceive We shall not exercise Our right to avoid this Section.

Where such non-disclosure or misrepresentation has prejudiced Our consideration of terms under this Section in that, had We been informed of the true position, We would either have declined the Proposal or offered this insurance on different terms, We shall be entitled to alter the terms of the Section and charge an appropriate additional premium so that the total premium paid reflects the premium We would have charged had We known the true position.

However, in any case of a Claim first made against You during the Period of Insurance where

(a) You had previous knowledge of the circumstance which might give rise to such Claim

and

(b) You should have notified the same under any preceding insurance then where the indemnity or cover under this policy is greater or wider in scope than that to which You would have been entitled under such preceding insurance We will only be liable to afford indemnity to such amount and extent as would have been afforded to You by such preceding insurance.

For the avoidance of doubt, this condition shall not apply to any Claim or loss known to You prior to inception of this Section.

Legal Liabilities

Professional Indemnity (Certified Accountant)

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.

Alternate	Any individual practitioner, partnership, limited liability partnership or company who is acting in connection with the arrangements to cover the incapacity or death of a sole practitioner.
Bodily Injury	Any injury including death, illness, disease, sickness, psychological injury, emotional distress or nervous shock.
Claim	<p>A demand made against You consisting of or arising from any</p> <ol style="list-style-type: none">(1) demand, whether oral or in writing, for damages or compensation,(2) notice of intention, whether oral or in writing, to commence legal proceedings,(3) communication invoking any pre action protocols,(4) notification of arbitration or adjudication proceedings.
Documents	<p>Any</p> <ol style="list-style-type: none">(1) project models or displays,(2) deeds, wills or agreements,(3) maps, plans, records, photographs, negatives, calculations or drawings,(4) written or printed books, letters, certificates, documents or forms of any nature whatsoever,(5) computer software, files, documents or system records, <p>which are Your property or are under Your custody or control.</p> <p>This definition does not include bearer bonds, evidence of share ownership (whether in electronic or other form), coupons, bank or currency notes and other negotiable paper.</p>
Excess	<p>The first part of each and every payment in relation to a Claim or loss which is payable by You rather than Us. The amount of the Excess is stated in The Schedule.</p> <p>The Excess does not apply to Other Costs or the Additional Cover Section.</p>

Legal Liabilities

Professional Indemnity (Certified Accountant)

Definitions (continued)

Financial Services

The

- (1) buying or selling, subscribing for or underwriting of, or offering to do so, either as principal or agent
- (2) giving or offering to give advice or information about
- (3) inducement to invest in
- (4) managing or offering to manage any savings, investment, insurance or pension product or scheme.

This definition does not include the provision of advice or arranging of any

- (1) general insurance contract (as defined in the appropriate regulatory handbook) and
- (2) loan secured upon residential property by a first legal mortgage unless the borrower enters into any investment or pension product associated with repayment of the loan.

Limit of Indemnity

The maximum amount, stated in The Schedule which We will pay in respect of any one Claim or loss or series of Claims or losses arising directly or indirectly from any one source or originating cause.

Any dishonesty or fraud committed by a person acting alone or in collusion with others shall be treated as one Claim or loss.

Other Costs

All costs and expenses incurred in the investigation, defence or settlement of any Claim or loss in so far as those costs and expenses have been incurred with Our written consent.

Pollution or Contamination

Any pollution or contamination by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring.

Proposal

Any signed proposal form, renewal declaration, statement of fact and any additional information supplied to Us by You or on Your behalf.

Services

All services performed or advice given by You in connection with tax matters, secretarial work, share registration, financial advice to management, book-keeping, management accounting, financial investigation and reports, financial claims (including their negotiation and settlement), company formations, investment advice, insurance and pension scheme advice and computer consultancy.

Legal Liabilities

Professional Indemnity (Certified Accountant)

Definitions

(continued)

Terrorism

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.

The Business

- (1) The provision of professional advice or professional services by You or on Your behalf directly connected to the activities declared to Us in the Proposal including those activities authorised in accordance with the provisions of the Financial Services Act 1986 or any subsequent amendment or re-enactment.
- (2) Any individual personal appointment (other than as company secretary or registrar or director) held by You but only in respect of professional advice or professional services shown in (1) above.
- (3) Any individual personal appointment as company secretary or registrar or director but only in relation to the performance of Services as defined herein.

You/Your/The Policyholder/ The Insured

- (1) Any individual, partnership, limited liability partnership, company or limited company named in The Schedule or any predecessor in business of such individual, partnership, company or limited company as declared to Us.
- (2) Any person named in the Proposal as consultant or former consultant of any person or body referred to in (1) above but only in respect of work undertaken for or on behalf of any person or body referred to in (1) above.
- (3) Any person who is or has been or who becomes a director, partner, member, principal or Employee of any person or body referred to in (1) above but only in respect of work undertaken for or on behalf of any person or body referred to in (1) above.
- (4) The estate, heirs, executors, legal or personal representatives of any person or body referred to in (1), (2) or (3) above in the event of death, incapacity, insolvency or bankruptcy.
- (5) Any person who is acting on Your behalf as an Alternate.

Legal Liabilities

Professional Indemnity (Certified Accountant)

Definitions

(continued)

- (6) Any person who has been or becomes an appointed representative (as defined in the appropriate regulatory handbook of Rules and Guidance) but only in respect of work undertaken for or on behalf of any person or body referred to in (1) above.

Cover

We will indemnify You in respect of any Claim arising out of the conduct of The Business, first made against You and notified to Us during the Period of Insurance, for any,

- (1) civil liability including claimants costs and expenses,
- (2) final or binding award or determination of, or the costs of taking any steps You are directed to take in relation to a claimant by, any ombudsman appointed pursuant to the provisions of the Financial Services and Markets Act 2000 or any subsequent amendment or re-enactment.

Our total liability under this Section shall not exceed the Limit of Indemnity and Other Costs.

If the amount paid to dispose of a Claim or loss exceeds the Limit of Indemnity, Our liability for Other Costs will only be the proportion which the Limit of Indemnity bears to the total amount paid to dispose of such Claim or loss.

We shall not be liable for the amount of The Excess or any lesser amount for which a Claim or loss may be settled.

Additional Cover

The following are extensions to cover and are in addition to the Limit of Indemnity.

Documents

We will indemnify You in respect of reasonable costs and expenses incurred by You in replacing, restoring or reconstituting Documents, lost or damaged in the conduct of The Business provided the loss or damage is suffered and first discovered by You and notified to Us during the Period of Insurance.

Our total liability shall not exceed £50,000 for any one occurrence and £200,000 in all in any one Period of Insurance.

We will not indemnify You in respect of any loss or damage to Documents which are stored on Computer and Electronic Equipment, unless such Documents are backed up with the intention that in the event of loss or damage the back up can be used as the basis for restoring the Documents to their original status.

Payment for Court Attendance

We will compensate You, subject to Our prior written consent, If you are attending court as a witness in connection with a Claim or loss for which You are entitled to indemnity under this Section.

The maximum We will pay You is £300 per person per day.

Our total liability shall not exceed £15,000 in all in any one Period of Insurance.

Legal Liabilities

Professional Indemnity (Certified Accountant)

Exceptions

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

We will not indemnify You in respect of any

- (1) Claim or loss to any person committing or conspiring to commit or condoning any dishonest or fraudulent act or omission.
- (2) Claim arising directly or indirectly from or caused by any dispute between You and any present or former Employee or any person who has applied for or been offered employment with You.
- (3) Claim arising directly or indirectly from or caused by
 - (a) any Bodily Injury of any Employee whilst in the course of their employment with You,
 - (b) any other Bodily Injury or loss of or damage to property unless arising from an alleged breach of professional duty in the conduct of The Business.
- (4) fines or penalties or any punitive, multiple, aggravated or exemplary damages where such can be identified separately within any award of any court or tribunal.

This exception will not

- (a) apply to any Claim relating to any actual or alleged defamation arising from the conduct of The Business.
 - (b) operate to exclude or limit any legal liability to meet any award made by any ombudsman appointed pursuant to the provisions of the Financial Services and Markets Act 2000 or any subsequent amendment or re-enactment.
- (5) Claim made against You in Your capacity as a director, officer or trustee unless arising from an alleged breach of professional duty in the conduct of The Business.
- (6) Claim or loss arising from any plan, programme or scheme established or maintained to provide benefits to You or any Employee.
- (7) Claim arising directly or indirectly from or caused by the ownership, possession or use, by You or on Your behalf, of any aircraft, watercraft, hovercraft, motor vehicle or trailer.
- (8) Claim arising directly or indirectly from or caused by
 - (a) the ownership, possession or use by You or on Your behalf, of any buildings, structures, premises or land or
 - (b) that part of any building leased occupied or rented by You or
 - (c) any other property (mobile or immobile) belonging to You.
- (9) Claim or loss arising from any dishonest or fraudulent act or omission committed by any person after the discovery, in relation to that person, of reasonable cause for suspicion of any dishonest or fraudulent act or omission.
- (10) Claim brought by any person within the definition of You with the exception of any steps taken to effect recovery from any person committing or condoning any dishonest or fraudulent act or omission.
- (11) Claim or loss arising out of or caused by
 - (a) any express or implied warranty or guarantee relating to the financial return of any investment or portfolio of investments or
 - (b) any other express warranty or guarantee unless such liability would have attached to You in the absence of said warranty or guarantee.
- (12) Claim or loss arising directly or indirectly from any goods or products supplied by You.

This exception does not apply to computer software unless such software is produced by a third party for general distribution on a wholesale or resale basis and it has not been amended or adapted by or on behalf of You.

Legal Liabilities Professional Indemnity (Certified Accountant)

Exceptions (continued)

- (13) Claim or loss arising from any trading losses or trading liabilities incurred by any business managed by or carried on by You.

This exception does not apply to any Claims for negligence in the course of any receivership or procedures under the Insolvency Act 1986 or the Insolvency (Northern Ireland) Order 1989 or, in the Republic of Ireland, any receivership or insolvency procedures under the Companies Acts 1963 to 2005 or the Bankruptcy Act 1988 or any subsequent amendment or re-enactment.

- (14) Claim by any underwriter or insurer arising from Your activities as their insurance agent unless the underwriter or insurer has obtained a judgement in any court against You.
- (15) Claim brought by any person within the definition of You with the exception of any steps taken to effect recovery from any person committing or condoning any dishonest or fraudulent act or omission.
- (16) Claim or loss arising from or caused by You acting as company secretary or registrar or director other than where the Claim or loss arises from the performance of Services.
- (17) Claim or loss arising from The Business carried out from any office or other premises situated in the United States of America its territories and/or possessions or Canada.
- (18) Claim or loss arising from or caused by Pollution or Contamination.
- This exception shall not apply where any Claim or loss arises from any actual or alleged breach of duty in the performance of The Business.
- (19) Claim or loss arising directly or indirectly from or caused by any work undertaken by You or on Your behalf prior to any Retroactive Date stated in The Schedule.
- (20) Claim or loss where You are entitled to indemnity under any other policy except in respect of any excess beyond the amount which would have been payable under such insurance had this Section not been effected.
- (21) Claim or loss or circumstances that might give rise to a Claim which has been notified under any other insurance attaching prior to the inception of this Section.
- (22) Claim or loss or circumstance that might give rise to a Claim which has been notified under any other insurance attaching prior to the inception of this policy.
- (a) instituted or pursued in the United States of America, its territories and/or possessions or Canada (including without limitation the enforcement of a judgement or finding of a court or tribunal of another jurisdiction or otherwise),
- (b) in which it is contended that the laws of the United States of America, its territories and/or possessions or Canada should or do apply,
- (c) which involves the enforcement or attempted enforcement of a judgement or finding of a court or tribunal of the United States of America, its territories and/or possessions or Canada.
- (23) Claim, loss or consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
- (a) Terrorism,
- (b) any action taken in controlling preventing suppressing or in any way relating to (a) above.

In any action, suit or other proceedings, where We allege that by reason of this exception any consequence whatsoever resulting directly or indirectly from (a) above regardless of any other contributory cause or event is not covered by this section, the burden of proving that any consequence whatsoever resulting directly or indirectly from or in connection with (a) above regardless of any other contributory cause or event is covered shall be upon You.

Legal Liabilities

Professional Indemnity (Certified Accountant)

Exceptions (continued)

- (24) 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 Attack
 - (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.

Conditions

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

If in relation to any Claim or loss You fail to fulfil the following requirements imposed upon You by conditions (1) (2) or (3) You will lose Your right to indemnity or payment for that Claim or loss.

- (1) If during the Period of Insurance, regardless of any Excess, You
- (a) receive any Claim, You shall give written notice to Us as soon as practicable,
 - (b) become aware of any circumstance that might give rise to a Claims or loss, You shall give written notice to Us of such circumstance as soon as practicable. Any Claim or loss 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 circumstance was first received by Us,
 - (c) discover a reasonable cause for suspicion of any dishonesty or fraud on the part of any past or present director, partner, or Employee of Yours, whether giving rise to a Claim or loss or not, You shall give written notice to Us of such discovery as soon as practicable,
 - (d) discover any loss of or damage to Documents, You shall give written notice to Us of such discovery as soon as practicable,

provided always that any such written notice under any part of this condition (1) is received by Us during the Period of Insurance.

Any written notice should be sent to:

Professional Indemnity Claims
Corporate & Speciality Risk
Aviva
Dixon House, 3rd Floor
1 Lloyd's Avenue
London
EC3N 3DH

Telephone **0845 302 8408**
Fax **0845 302 8409**
Email: **PRCMLS@aviva.co.uk**

- (2) In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, You must not admit liability for or settle any Claim or incur any related costs or expenses without Our written consent.
- (3) In the event of a Claim or loss or the discovery of a circumstance that might give rise to a Claim, We will be entitled, at Our own expense at any time, to take over and conduct in Your name the defence or settlement of any such Claim or loss.
- If We do take over and conduct the defence or settlement of any such Claim or loss, You shall give Us all such information and assistance as We may reasonably require and that is in Your power to provide.

Legal Liabilities

Professional Indemnity (Certified Accountant)

Conditions (continued)

- Without prejudice to the generality of the above, Your duty to assist Us includes
- (a) providing all such information, assistance, signed statements or depositions as may be required to facilitate compliance with any civil procedure rules, practice directions and pre-action protocols as may be issued,
 - (b) allowing Us to present the best possible defence of a Claim within the time constraints available,
 - (i) ensuring ready access to all and any information that We may require in the defence of a Claim or investigation of a loss,
 - (ii) ensuring the payment, on demand, of the Excess in conjunction with the terms of any settlement agreed by Us.
- (4) In connection with any Claim or loss, We may at any time pay You the amount of the Limit of Indemnity (after deduction of any sums already paid as damages or claimant's costs and expense in respect of such Claim or loss) or any lesser amount for which We believe that such Claim or loss can be settled and thereupon We shall relinquish the control of such Claim or loss and be under no further liability in connection therewith except for costs and expenses incurred prior to the date of such payment and for which We may be responsible under this Section.
- (5) The Limit of Indemnity and the Excess apply to all of You jointly. If more than one insured is named in The Schedule the total amount We will pay will not exceed the amount We would be liable to pay any one of You.
- (6) 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 term of this Section but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- (7) Where a Claim or loss involves the dishonest or fraudulent act or omission of any former or present partner, director, member, Employee, consultant or sub-contractor
- (a) You shall at Our request and expense take all reasonable steps to obtain reimbursement from such person,
 - (b) any monies which but for the dishonest or fraudulent act or omission would be due to such persons from You or monies of such persons held by You shall be deducted from any amount payable under this Section,
 - (c) no indemnity in respect of such Claim or loss shall be afforded to any person committing or condoning such dishonest or fraudulent act or omission,
 - (d) nothing herein shall preclude Us from exercising any right of subrogation against any person committing or condoning such dishonest or fraudulent act or omission.
- (8) You shall not be required
- (a) to contest any legal proceedings,
or
 - (b) to take steps to effect recovery from any person committing or conspiring to commit or condoning any dishonest or fraudulent act (or from the personal representatives of such person) including the taking of legal proceedings against such person unless a senior barrister (to be mutually agreed upon between You and Us) shall advise that such action has a reasonable prospect of success.

Legal Liabilities

Professional Indemnity (Certified Accountant)

Conditions

(continued)

- (9) Where there has been alleged non-disclosure or misrepresentation of facts or untrue statements in the Proposal and provided always that You establish to Our reasonable satisfaction that such alleged non-disclosure, misrepresentation of facts or untrue statements were free of any fraudulent conduct or intent to deceive We shall not exercise Our right to avoid this policy.

However, in any case of a Claim first made against You during the Period of Insurance or loss where

- (a) You had previous knowledge of the circumstances which could give rise to such Claim or loss
and

- (b) You should have notified the same under any preceding insurance then where the indemnity or cover under this policy is greater or wider in scope than that to which You would have been entitled under such preceding insurance We will only be liable to afford indemnity to such amount and extent as would have been afforded to You by such preceding insurance.

Where Your breach of non-compliance with any condition of this policy has resulted in prejudice to the handling or settlement of any Claim or loss, We shall be entitled to reduce the indemnity afforded by this policy in respect of such Claim or loss (including Other Costs) to such sum as in Our reasonable opinion would have been payable by Us in the absence of such prejudice.

For the avoidance of doubt, this condition shall not apply to any Claim or loss known to You prior to inception of this Section.

Legal Liabilities Professional Indemnity (Chartered Accountant)

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.

Alternate	Any individual practitioner, partnership, limited liability partnership or company who is acting in connection with the arrangements to cover the incapacity or death of a sole practitioner.
Approved Wording	The Institute of Chartered Accountants approved wording in force at the beginning of the Period of Insurance.
Bodily Injury	Any injury including death, illness, disease, sickness, psychological injury, emotional distress or nervous shock.
Claim	<p>Demand made against You consisting of or arising from any</p> <ol style="list-style-type: none">(1) demand, whether oral or in writing, for damages or compensation,(2) notice of intention, whether oral or in writing, to commence legal proceedings,(3) communication invoking any pre action protocols,(4) notification of arbitration or adjudication proceedings.
Documents	<p>Any</p> <ol style="list-style-type: none">(1) project models or displays,(2) deeds, wills or agreements,(3) maps, plans, records, photographs, negatives, calculations or drawings,(4) written or printed books, letters, certificates, documents or forms of any nature whatsoever,(5) computer software, files, documents or system records, <p>which are Your property or are under Your custody or control.</p> <p>This definition does not include bearer bonds, evidence of share ownership (whether in electronic or other form), coupons, bank or currency notes and other negotiable paper.</p>
Excess	<p>The first part of each and every payment in relation to a Claim or loss which is payable by You rather than Us. The amount of The Excess is stated in The Schedule.</p> <p>The Excess does not apply to Other Costs or the Additional Cover section.</p>

Legal Liabilities Professional Indemnity (Chartered Accountant)

Definitions (continued)

Financial Services

The

- (1) buying or selling, subscribing for or underwriting of, or offering to do so, either as principal or agent,
 - (2) giving or offering to give advice or information about,
 - (3) inducement to invest in,
 - (4) managing or offering to manage,
- any savings, investment, insurance or pension product or scheme.

This definition does not include the provision of advice or information about and the placing or arranging of any

- (1) general insurance contract (as defined in the appropriate regulatory handbook) and
- (2) loan secured upon residential property by a first legal mortgage unless the borrower enters into any investment or pension product associated with repayment of the loan.

Limit of Indemnity

In respect of any Claim arising directly or indirectly from Financial Services

- the maximum amount stated in The Schedule We will pay in respect of any one Claim and in total for all Claims first made during any one Period of Insurance.

In respect of all other Claims

- the maximum amount, stated in The Schedule, which We will pay in respect of any one Claim or loss or series of Claims or losses arising directly or indirectly from any one source or originating cause.

Any dishonesty or fraud committed by a person acting alone or in collusion with others shall be treated as one Claim or loss.

Other Costs

All costs and expenses incurred in the investigation, defence or settlement of any Claim or loss in so far as those costs and expenses have been incurred with Our written consent.

Pollution or Contamination

Any pollution or contamination by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring.

This definition does not include pollution or contamination by asbestos.

Professional Bodies

- (1) The Institute of Chartered Accountants in England and Wales
- (2) The Institute of Chartered Accountants of Scotland
- (3) The Institute of Chartered Accountants in Ireland.

Proposal

Any signed proposal form, renewal declaration, statement of fact and any additional information supplied to Us by You or on Your behalf.

Legal Liabilities Professional Indemnity (Chartered Accountant)

Definitions

(continued)

Services

All services performed or advice given by You in connection with tax matters, secretarial work, share registration, financial advice to management, book-keeping, management accounting, financial investigation and reports, financial claims (including their negotiation and settlement), company formations, investment advice, insurance and pension scheme advice and computer consultancy.

Terrorism

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.

The Business

- (1) The provision of professional advice or professional services of whatsoever nature by You or on Your behalf including those activities authorised by the Professional Bodies in accordance with the provisions of the Financial Services Act 1986 or any subsequent amendment or re-enactment.
- (2) Any individual personal appointment (other than as company secretary or registrar or director) held by You in respect of but only in respect of professional advice or professional services shown in (1) above.
- (3) Any individual personal appointment as company secretary or registrar or director but only in relation to the performance of Services defined herein.

You/Your/The Policyholder/ The Insured

- (1) Any individual, partnership, limited liability partnership, company or limited company named in The Schedule or any predecessor in business of such individual, partnership, company or limited company as declared to Us.
- (2) Any person named in the Proposal as consultant or former consultant of any person or body referred to in (1) above but only in respect of work undertaken for or on behalf of any person or body referred to in (1) above.
- (3) Any person who is or has been or who becomes a director, partner, member, principal or Employee of any person or body referred to in (1) above but only in respect of work undertaken for or on behalf of any person or body referred to in (1) above.
- (4) The estate, heirs, executors, legal or personal representatives of any person or body referred to in (1), (2) or (3) above in the event of death, incapacity, insolvency or bankruptcy.
- (5) Any person who is acting on Your behalf as an Alternate.
- (6) Any person who is or has been or becomes an appointed representative (as defined in the appropriate regulatory handbook of Rules and Guidance) but only in respect of work undertaken for or of any person or body referred to in (1) above.

Legal Liabilities Professional Indemnity (Chartered Accountant)

Cover

We will indemnify You in respect of any Claim arising out of the conduct of The Business, first made against You and notified to Us during the Period of Insurance, for any,

- (1) civil liability including claimants costs and expenses,
- (2) final or binding award or determination of or the costs of taking any steps You are directed to take in relation to a claimant by, any ombudsman appointed pursuant to the provisions of the Financial Services and Markets Act 2000 or any subsequent amendment or re-enactment.

Our total liability under this Section shall not exceed the Limit of Indemnity and Other Costs.

If the amount paid to dispose of a Claim or loss exceeds the Limit of Indemnity, Our liability for Other Costs will only be the proportion which the Limit of Indemnity bears to the total amount paid to dispose of such Claim or loss.

We shall not be liable for the Excess or any lesser amount for which a Claim or loss may be settled.

Additional Cover

The following are extensions to cover and are in addition to the Limit of Indemnity.

Documents

We will indemnify You in respect of reasonable costs and expenses incurred by You in replacing, restoring or reconstituting Documents, lost or damaged in the conduct of The Business provided the loss or damage is suffered and first discovered by You and notified to Us during the Period of Insurance.

Our total liability shall not exceed £50,000 for any one occurrence and £200,000 in all in any one Period of Insurance

We will not indemnify You in respect of any loss or damage to Documents which are stored on Computer and Electronic Equipment, unless such Documents are backed up with the intention that in the event of loss or damage the back up can be used as the basis for restoring the Documents to their original status.

Payment for Court Attendance

We will compensate You, subject to Our prior written consent, if We require You to attend court as a witness in connection with a Claim or loss for which You are entitled to indemnity under this Section.

The maximum We will pay You is £300 per person per day. Our total liability shall not exceed £15,000 in all in any one Period of Insurance.

Exceptions

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

We will not indemnify You in respect of any

- (1) Claim or loss to any person committing or conspiring to commit or condoning any dishonest or fraudulent act or omission.
- (2) Claim arising directly or indirectly from or caused by any dispute between You and any present or former Employee or any person who has applied for or been offered employment with You.
- (3) Claim or loss arising directly or indirectly from or caused by
 - (a) any Bodily Injury of any Employee whilst in the course of their employment with You,
 - (b) any other Bodily Injury or loss of or damage to property unless arising from an alleged breach of professional duty in the conduct of The Business.
- (4) fines or penalties or any punitive, multiple, aggravated or exemplary damages where such can be identified separately within any award of any court or tribunal.

This exception will not

- (a) apply to any Claim relating to any actual or alleged defamation arising from the conduct of The Business,
- (b) operate to exclude or limit any legal liability to meet any award made by any ombudsman appointed pursuant to the provisions of the Financial Services and Markets Act 2000 or any subsequent amendment or re-enactment.

Legal Liabilities Professional Indemnity (Chartered Accountant)

Exceptions

(continued)

- (5) Claim made against You in Your capacity as a director, officer or trustee unless arising from an alleged breach of professional duty in the conduct of The Business.
- (6) Claim arising directly or indirectly from or caused by the ownership, possession or use, by You or on Your behalf, of any aircraft, watercraft, hovercraft, motor vehicle or trailer.
- (7) Claim arising directly or indirectly from or caused by
 - (a) the ownership, possession or use by You or on Your behalf, of any buildings, structures, premises or land or
 - (b) that part of any building leased occupied or rented by You or
 - (c) any other property (mobile or immobile) belonging to You.
- (8) Claim or loss arising from any dishonest or fraudulent act or omission committed by any person after the discovery, in relation to that person of reasonable cause for suspicion of any dishonest or fraudulent act or omission.
- (9) Claim brought by any person within the definition of You with the exception of any steps taken to effect recovery from any person committing or condoning any dishonest or fraudulent act or omission.
- (10) Claim or loss arising out of or caused by
 - (a) any express or implied warranty or guarantee relating to the financial return of any investment or portfolio of investments or
 - (d) any other express warranty or guarantee unless such liability would have attached to You in the absence of said express warranty or guarantee.
- (11) Claim or loss arising directly or indirectly from any goods or products supplied by You.

This exception does not apply to computer software unless such software is produced by a third party for general distribution on a wholesale or retail basis and it has not been amended or adapted by or on behalf of You.
- (12) Claim or loss arising from any trading losses or trading liabilities incurred by any business managed by or carried on by You.

This exception does not apply to any Claims for negligence in the course of any receivership or procedures under the Insolvency Act 1986 or the Insolvency (Northern Ireland) Order 1989 or, in the Republic of Ireland, any receivership or insolvency procedures under the Companies Acts 1963 to 2005 or the Bankruptcy Act 1988 or any subsequent amendment or re-enactment.
- (13) Claim by any underwriter or insurer arising from Your activities as their insurance agent unless the underwriter or insurer has obtained a judgement in any court against You.
- (14) Claim or loss arising from or caused by you acting as company secretary or registrar or director other than where the Claim or loss arises from the performance of Services.
- (15) Claim or loss arising from any of Your business carried out from any office or other premises situated in the United States of America, its territories and/or possessions or Canada.
- (16) Claim or loss arising from or caused by Pollution or Contamination.

This exception shall not apply where any Claim or loss arises from any actual or alleged breach of duty in the performance of The Business.
- (17) Claim or loss where You are entitled to indemnity under any other policy except in respect of any excess beyond the amount which would have been payable under such insurance had this policy not been effected.
- (18) Claim or loss or circumstance that might give rise to a Claim which has been notified under any other insurance attaching prior to the inception of this policy.

Legal Liabilities Professional Indemnity (Chartered Accountant)

Exceptions

(continued)

(19) Claim

- (a) instituted or pursued in the United States of America, its territories and/or possessions or Canada (including without limitation the enforcement of a judgement or finding of a court or tribunal of another jurisdiction or otherwise),
- (b) in which it is contended that the laws of the United States of America, its territories and/or possessions or Canada should or do apply,
- (c) which involves the enforcement or attempted enforcement of a judgement or finding of a court or tribunal of the United States of America, its territories and/or possessions or Canada.

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

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

In any action, suit or other proceedings, where We allege that by reason of this exception any consequence whatsoever resulting directly or indirectly from (a) above regardless of any other contributory cause or event is not covered by this section, the burden of proving that any consequence whatsoever resulting directly or indirectly from or in connection with (a) above regardless of any other contributory cause or event is covered shall be upon You.

(21) 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 Attack.
- (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.

Conditions

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

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

(1) If during the Period of Insurance, regardless of any Excess, You

- (a) receive any Claim, You shall give written notice to Us as soon as practicable,
- (b) become aware of any circumstance that might give rise to a Claim or loss, You shall give written notice to Us of such circumstance as soon as practicable. Any Claim or loss 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 circumstance was first received by Us,
- (c) discover a reasonable cause for suspicion of any dishonesty or fraud on the part of any past or present director, partner, or Employee of Yours, whether giving rise to a Claim or loss or not, You shall give written notice to Us of such discovery as soon as practicable,
- (d) discover any loss of or damage to Documents, You shall give written notice to Us of such discovery as soon as practicable,

provided always that any such written notice under any part of this condition is received by Us during the Period of Insurance.

Legal Liabilities Professional Indemnity (Chartered Accountant)

Conditions (Continued)

Any written notice should be sent to:

Professional Indemnity Claims

Corporate & Speciality Risk

Aviva

Dixon House, 3rd Floor

1 Lloyd's Avenue

London

EC3N 3DH

Telephone **0845 302 8408**

Fax **0845 302 8409**

Email: PRCMLS@aviva.co.uk

- (2) In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, You must not admit liability for or settle any Claim or incur any related costs or expenses without Our written consent.
- (3) In the event of a Claim or loss or the discovery of a circumstance that might give rise to a Claim, We will be entitled, at Our own expense at any time, to take over and conduct in Your name the defence or settlement of any such Claim or loss.
If We do take over and conduct the defence or settlement of any such Claim or loss, You shall give Us all such information and assistance as We may reasonably require and that is in Your power to provide.
Without prejudice to the generality of the above, Your duty to assist Us includes
 - (a) providing all such information, assistance, signed statements or depositions as may be required to facilitate compliance with any civil procedure rules, practice directions and pre-action protocols as may be issued,
 - (b) allowing Us to present the best possible defence of a Claim within the time constraints available,
 - (c) ensuring ready access to all and any information that We may require in the defence of a Claim or investigation of a loss,
 - (d) ensuring the payment, on demand, of the Excess in conjunction with the terms of any settlement agreed by Us.
- (4) In connection with any Claim or loss, We may at any time pay You the amount of the Limit of Indemnity (after deduction of any sums already paid as damages or claimant's costs and expense in respect of such Claim or loss) or any lesser amount for which We believe that such Claim or loss can be settled and thereupon We shall relinquish the control of such Claim or loss and be under no further liability in connection therewith except for costs and expenses incurred prior to the date of such payment and for which We may be responsible under this Section.
- (5) The Limit of Indemnity and the Excess apply to all of You jointly. If more than one insured is named in The Schedule the total amount We will pay will not exceed the amount We would be liable to pay any one of You.
- (6) If any settlement is made by Us to You under the terms of this Section, You grant to Us all rights of recovery that You would have had against any parties from whom a recovery may be made and You will take all reasonable steps to preserve and not to prejudice such rights.
- (7) 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 term of this Section but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- (8) Where a Claim or loss involves the dishonest or fraudulent act or omission of any former or present partner, director, member, Employee, consultant or sub-contractor
 - (a) You shall at Our request and expense take all reasonable steps to obtain reimbursement from such person

Legal Liabilities Professional Indemnity (Chartered Accountant)

Conditions (Continued)

- (b) any monies which but for the dishonest or fraudulent act or omission would be due to such persons from You or monies of such persons held by You shall be deducted from any amount payable under this Section,
 - (c) no indemnity in respect of such Claim or loss shall be afforded to any person committing or condoning such dishonest or fraudulent act or omission,
 - (d) nothing herein shall preclude Us from exercising any right of subrogation against any person committing or condoning such dishonest or fraudulent act or omission.
- (9) You shall not be required
- (a) to contest any legal proceedings,
 - or
 - (b) to take steps to effect recovery from any person committing or conspiring to commit or condoning any dishonest or fraudulent act (or from the personal representatives of such person) including the taking of legal proceedings against such person
- unless a senior barrister (to be mutually agreed upon between You and Us) shall advise that such action has a reasonable prospect of success.
- (10) Where there has been alleged non-disclosure or misrepresentation of facts or untrue statements in the Proposal and provided always that You establish to Our reasonable satisfaction that such alleged non-disclosure, misrepresentation of facts or untrue statements were free of any fraudulent conduct or intent to deceive We shall not exercise Our right to avoid this Section.
- However, in any case of a Claim first made against You during the Period of Insurance or loss where
- (a) You had previous knowledge of the circumstances which could give rise to such Claim or loss
 - and
 - (b) You should have notified the same under any preceding insurance
- then where the indemnity or cover under this policy is greater or wider in scope than that to which You would have been entitled under such preceding insurance We will only be liable to afford indemnity to such amount and extent as would have been afforded to You by such preceding insurance.
- Where Your breach of non-compliance with any condition of this policy has resulted in prejudice to the handling or settlement of any Claim or loss, We shall be entitled to reduce the indemnity afforded by this policy in respect of such Claim or loss (including Other Costs) to such sum as in Our reasonable opinion would have been payable by Us in the absence of such prejudice.
- For the avoidance of doubt, this condition shall not apply to any Claim or loss known to You prior to inception of this Section.

Special Conditions

The following Special Conditions only apply if You are a member of a Professional Body in public practice.

- (1) Any dispute or disagreement between You and Us as to the correct interpretation of this Section shall be referred by either party for arbitration to a mutually agreed sole arbitrator. In the event of non-agreement, an arbitrator will be appointed by the President for the time being of the applicable Professional Body. The decision of the arbitrator shall be binding on both parties.
- (2) In any dispute in connection with the cover, conditions, exceptions or limits of this Section, it is specifically understood and agreed that the cover, conditions, exceptions and limits of the Approved Wording shall take precedence over any cover, conditions, exceptions or limits contained herein which are less favourable to You.

Legal Liabilities

Professional Indemnity (Design & Construction)

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.

Approved Person

- (1) A Fellow or Professional Associate of the Royal Institution of Chartered Surveyors (RICS),
- (2) A Member of the Institution of Civil Engineers (MICE),
- (3) A Member of the Institution of Structural Engineers (MIStructE),
- (4) A Fellow or Associate of the Faculty of Architects and Surveyors (FFAS),
- (5) A Fellow or Associate of Royal Institute of British Architects (RIBA),
- (6) A Fellow or Associate of Royal Incorporation of Architects in Scotland (RIAS),
- (7) Anyone who has at least five years experience of undertaking Professional Activities and Duties but only in respect of advice or services which are normally undertaken by (1) to (6) above.

Bodily Injury

Any injury including death, illness, disease, sickness, psychological injury, emotional distress or nervous shock.

Claim

Demand made against You consisting of or arising from any

- (1) demand, whether oral or in writing for damages or compensation,
- (2) notice of intention, whether oral or in writing, to commence legal proceedings,
- (3) communication invoking any pre-action protocols,
- (4) notification of arbitration or adjudication proceedings.

Collateral Warranty or Duty of Care Agreement

Any contractual agreement entered into by You which acknowledges or accepts that You owe a duty of care to, or are or may be responsible for, the losses of any party other than Your direct client to whom You are contracted to provide services.

Documents

Any

- (1) project models or displays,
- (2) deeds, wills or agreements,
- (3) maps, plans, records, photographs, negatives, calculations or drawings,
- (4) written or printed books, letters, certificates, documents or forms of any nature whatsoever,
- (5) computer software, files, documents and systems records.

which are Your property or are under Your custody or control.

This definition does not include bearer bonds, evidence of share ownership (whether in electronic or other form), coupons, bank or currency notes and other negotiable paper.

Legal Liabilities

Professional Indemnity (Design & Construction)

Definitions

(continued)

Excess	<p>The first part of each and every payment in relation to a Claim or loss which is payable by You rather than Us. The amount of the Excess is stated in The Schedule.</p> <p>The Excess does not apply to Other Costs or the Additional Cover section.</p>
Limit of Indemnity	<p>The maximum amount, stated in The Schedule, which We will pay in respect of any one Claim or loss or series of Claims or losses arising directly or indirectly from any one source or originating cause.</p>
Other Costs	<p>All costs and expenses incurred in the investigation, defence or settlement of any Claim or loss in so far as those costs and expenses have been incurred with Our written consent.</p>
Pollution or Contamination	<p>Any pollution or contamination by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring.</p> <p>This definition shall not include pollution or contamination by asbestos</p>
Professional Activities and Duties	<p>The performance by any Approved Person of any professional</p> <ul style="list-style-type: none">(1) design or specification(2) supervision of construction(3) feasibility study including work in relation or to applications for planning consent(4) surveying(5) planning supervisor services(6) estimation of construction costs.
Proposal	<p>Any signed proposal form, renewal declaration, statement of fact and any additional information supplied to Us by You or on Your behalf.</p>
Territorial Limits	<p>Great Britain, Northern Ireland, the Isle of Man, The Channel Islands any other European Union Member country.</p>
Terrorism	<p>Any act or acts including but not limited to</p> <ul style="list-style-type: none">(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 <p>caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part for political religious ideological or similar purposes.</p>

Legal Liabilities

Professional Indemnity (Design & Construction)

Definitions (continued)

The Business

The provision of Professional Activities and Duties, within the Territorial Limits, directly connected to the activities declared to Us in Your Proposal.

You/Your/The Policyholder /The Insured

- (1) Any individual, partnership, limited liability partnership, company, or limited company named in The Schedule or any predecessor in business of such individual, partnership, limited liability partnership, company or limited company as declared to Us.
- (2) Any person who is or has been or who becomes a director, partner, principal or Employee of any person or body referred to in (1) above but only in respect of work undertaken for or on behalf of any person or body referred to in (1) above.
- (3) The estate, heirs and executors and/or legal/personal representatives of any person or body referred to in (1) or (2) above in the event of their death or incapacity.

Cover

We will indemnify You

- (1) in respect of any Claim, first made against You and notified to Us during the Period of Insurance for any civil liability including claimants costs and expenses arising from any negligent act or omission committed by

- (a) You or on Your behalf,
- (b) specialist designers, consultants or sub-contractors engaged by You, arising solely in connection with the conduct of The Business.

We will not indemnify You if Your rights of recourse against any specialist designers, consultants or sub-contractors engaged by You are waived or otherwise impaired.

- (2) for any decision made against You by an adjudicator appointed to resolve a dispute in accordance with the Scheme for Construction and Regeneration as contained in the Housing Grants Construction and Regeneration Act 1996.

We will not indemnify You unless such award arose from a Claim or complaint made against You which would otherwise have fallen to be dealt with under the terms of this policy, notwithstanding its referral to the adjudicator.

- (3) for costs and expenses incurred by You in respect of any reasonable action taken to mitigate a loss or potential loss that would otherwise be the subject of a Claim under this policy provided that

- (a) We give prior written consent to You incurring such costs and expenses and

- (b) You prove to Our satisfaction that the amount of the costs and expenses to be incurred are less than any likely award of damages arising from the same potential Claim.

Our total liability shall not exceed the Limit of Indemnity and Other Costs.

If the amount paid to dispose of a Claim or Loss exceeds the Limit of Indemnity, Our liability for Other Costs will only be the proportion which the Limit of Indemnity bears to the total amount paid to dispose of such Claim or loss.

We shall not be liable for the amount of the Excess or any less amount for which a Claim or loss may be settled.

Legal Liabilities

Professional Indemnity (Design & Construction)

Additional Cover

The following are extensions to cover and are in addition to the Limit of Indemnity.

Documents

We will indemnify You in respect of reasonable costs and expenses incurred by You in replacing, restoring or reconstituting Documents, lost or damaged in the conduct of Your Business provided the loss or damage is suffered and first discovered by You and notified to Us during the Period of Insurance.

Our total liability shall not exceed £50,000 for any one occurrence and £200,000 in all in any one Period of Insurance.

We will not indemnify You in respect of any loss or damage to Documents which are stored on Computer and Electronic Equipment, unless such Documents are backed up with the intention that in the event of loss or damage the back up can be used as the basis for restoring the Documents to their original status.

Legal Costs

We will indemnify You in respect of reasonable costs and expenses incurred with Our prior written consent in dealing with an investigation and the defence of any proceedings first brought against You and notified to Us during the Period of Insurance under

- (a) The Health & Safety at Work etc Act 1974,
- (b) The Health & Safety at Work (Northern Ireland) Order 1978,
- (c) The Estate Agents Act 1979,
- (d) The Construction (Design & Management) Regulations 1994,
- (e) any similar safety legislation.

Our total liability shall not exceed £150,000 in all in any one Period of Insurance.

We will not indemnify You

- (a) unless We believe that defending such proceedings could protect You against any concurrent or subsequent Claim arising from The Business and in respect of which We may be obliged to provide an indemnity under the terms of the Section
- (b) in respect of any criminal penalties or fines.

Payment for Court Attendance

We will compensate You, subject to Our prior written consent, if We require You to attend court as a witness in connection with a Claim for which You are entitled to indemnity under this section.

The maximum we will pay You is £300 person per day.

Our total liability shall not exceed £15,000 in all in any one Period of Insurance.

Representation Costs

We will indemnify You in respect of reasonable costs and expenses incurred by You for representation at properly constituted hearings, tribunals or proceedings provided that

- (a) such costs and expenses are incurred with our prior written consent
- (b) the subject of the hearing, tribunal or proceeding may become a Claim under this section and in respect of which We may be obliged to provide an indemnity under the terms of this Section.

Our total liability shall not exceed £15,000 in all in any one Period of Insurance.

Legal Liabilities Professional Indemnity (Design & Construction)

Exceptions

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

We will not provide indemnity in respect of any

- (1) Claim arising directly or indirectly from or caused by any dispute between You and any present or former Employee or any person who has applied for or been offered employment with You.
- (2) Claim arising directly or indirectly from or caused by
 - (a) any Bodily Injury of any Employee whilst in the course of their employment with You.
 - (b) any other Bodily Injury or loss of or damage to property unless arising from any actual or alleged breach of duty in the performance of The Business.
- (3) fines or penalties or any punitive, multiple, aggravated or exemplary damages where such can be identified separately within any award of any court or tribunal.
- (4) Claim brought by any entity
 - (a) in which You exercise a controlling interest,
 - (b) which exercises a controlling interest over The Business by virtue of having a financial or executive interest in Youunless such Claim arises from or is caused by a claim made against such entity by an independent third party.
- (5) Claim made against You in Your capacity as a director, officer or trustee unless arising from an alleged breach of professional duty in the conduct of The Business.
- (6) Claim or loss arising from any plan, programme or scheme established or maintained to provide benefits to You or any Employee.
- (7) Claim arising directly or indirectly from or caused by the ownership, possession or use by You or on Your behalf of any aircraft, watercraft, hovercraft, motor vehicle or trailer.
- (8) Claim arising directly or indirectly from or caused by
 - (a) the ownership, possession or use, by You or on Your behalf of any buildings, structures, premises or land or
 - (b) that part of any building leased, occupied or rented by You or
 - (c) any other property (mobile or immobile) belonging to You.
- (9) Claim or loss arising directly or indirectly from or caused by Your dishonest fraudulent malicious criminal or deliberate act or omission.
- (10) defamation unless You can show that it was committed by You in good faith.
- (11) Claim or loss arising out of or caused by
 - (a) acceptance of or guarantee of fitness for purpose where this appears as an express term,
 - (b) express guarantee
 - (c) express contractual penalty,
 - (d) acceptance of liability for liquidated damages,unless such liability would have attached to You in the absence of the features listed above.
- (12) liability arising from
 - (a) the defective workmanship of any construction, installation, repair, alteration, or maintenance work unless arising from an alleged breach of professional duty in the conduct of The Business
 - (b) any manufacturing defect of any goods or products supplied by You.
- (13) Claim or loss arising from any trading losses or trading liabilities incurred by any business managed by or carried on by You.
- (14) Claim or loss arising directly or indirectly from or caused by Your insolvency or bankruptcy.

Legal Liabilities Professional Indemnity (Design & Construction)

Exceptions (continued)

- (15) Claim or loss arising directly or indirectly from or caused by Pollution or Contamination.
- (16) Claim arising directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity, whether alleged or actual.
- (17) Claim or loss arising directly or indirectly from or caused by any work undertaken by You or on Your behalf prior to any retroactive date stated in The Schedule.
- (18) Claim where You are entitled to indemnity under any other policy except in respect of any excess beyond the amount which would have been payable under such policy had this policy not been effected.
- (19) Claim or circumstance that might give rise to a Claim which
 - (a) has been notified under any other policy of insurance attaching prior to the inception of this section
 - (b) You were or should after reasonable enquiry have been aware of prior to the inception of this Section.
- (20) Claim
 - (a) instituted or pursued in the United States of America, its territories and/or possessions or Canada (including without limitation the enforcement of a judgement or finding of a court or tribunal of another jurisdiction or otherwise)
 - (b) in which it is contended that the laws of the United States of America, its territories and/or possessions or Canada should or do apply
 - (c) which involves the enforcement or attempted enforcement of a judgement or finding of a court or tribunal of the United States of America, its territories and/or possessions or Canada.
- (21) 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 Attack
 - (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.
- (22) Claim, loss or consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - (a) Terrorism
 - (b) any action taken in controlling, preventing suppressing or in any way relating to (a) above.

In any action, suit or other proceedings, where We allege that by reason of this exception any consequence whatsoever resulting directly or indirectly from (a) above regardless of any other contributory cause or event is not covered by this Section, the burden of proving that any consequence whatsoever resulting directly or indirectly from or in connection with (a) above regardless of any other contributory cause or event is covered shall be upon You.

Legal Liabilities Professional Indemnity (Design & Construction)

Conditions

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

If in relation to any Claim You fail to fulfil or observe the requirements imposed upon You by conditions (1), (2), (3) or (4) You will lose Your right to indemnity or payment for that Claim.

- (1) If during the Period of Insurance, regardless of any Excess, You
- (a) receive any Claim, You shall give written notice to Us as soon as practicable save in the case of Claims concerning adjudications under the Housing Grants Construction and Regeneration Act 1996, the special provisions concerning which are set out at Condition (4) below.
 - (b) become aware of any circumstance that might give rise to a Claim, You 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 been made during the Period of Insurance in which the notice of such circumstance was first received by Us.
 - (c) discover a reasonable cause for suspicion of any dishonesty or fraud on the part of any past or present director, partner, or Employee of Yours, whether giving rise to a Claim or not, You shall give written notice to Us of such discovery as soon as practicable.
 - (d) discover any loss or damage to Documents, You shall give written notice to Us of such discovery as soon as practicable.

provided always that any such written notice under any part of this condition (1) is received by Us during the Period of Insurance.

Any written notice should be sent to:-

Professional Indemnity Claims
Corporate & Speciality Risk
Aviva
Dixon House, 3rd Floor
1 Lloyd's Avenue
London
EC3N 3DH
Telephone **0845 302 8408**
Fax **0845 302 8409**
Email: **PRCMLS@aviva.co.uk**

- (2) In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, You must not admit liability for or settle any Claim or incur any related costs or expenses without Our written consent.
- (3) In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, We will be entitled, at Our own expense at any time, to take over and conduct in Your name the defence or settlement of any such Claim.

If We do take over and conduct the defence or settlement of any such Claim You shall give Us all such information and assistance as We may reasonably require and that is in Your power to provide.

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

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

Legal Liabilities

Professional Indemnity (Surveyors & Estate Agents)

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.

Approved Person

- (1) A Fellow or Professional Member or Technical Member of the Royal Institution of Chartered Surveyors (RICS),
- (2) A Fellow or Associate of the Incorporated Society of Valuers and Auctioneers (ISVA),
- (3) A Fellow or Associate of the Architects and Surveyors Institute (ASI),
- (4) A Fellow or Associate of the Faculty of Architects and Surveyors (FFAS),
- (5) A Fellow or Associate of the Royal Institute of British Architects (RIBA),
- (6) A Fellow or Associate of Royal Incorporation of Architects in Scotland (RIAS),
- (7) Anyone who is certified or accredited as a Home Inspector or to produce energy performance certificates by a scheme approved by the Secretary of State,
- (8) Any person who has at least five years experience of such work,
- (9) Any other person delegated by You to execute work as part of their training subject always to
 - (a) supervision to be provided by a person qualified in accordance with (1) to (7) above,
 - (b) agreement in writing having been obtained from Us prior to cover being granted.

Approved Wording

The Royal Institution of Chartered Surveyors approved wording in force at the beginning of the Period of Insurance.

Asbestos Inspection

Any Type 1, 2 or 3 inspection as set out in MDHS 100 published by the Health and Safety Executive, or any other comparable inspection, whether of commercial or residential land or property.

Bodily Injury

Any injury including death, illness, disease, sickness, psychological injury, emotional distress or nervous shock.

Claim

Demand made against You consisting of or arising from any

- (1) demand, whether oral or in writing, for damages or compensation,
- (2) notice of intention, whether oral or in writing, to commence legal proceedings,
- (3) communication invoking any pre-action protocols,
- (4) notification of arbitration or adjudication proceedings.

Collateral Warranty or Duty of Care Agreement

Any contractual agreement which acknowledges or accepts that You owe a duty of care to, or are, or maybe responsible for, the losses of any party other than Your direct client to whom You are contracted to provide services.

Legal Liabilities

Professional Indemnity (Surveyors & Estate Agents)

Definitions

(continued)

Documents

Any

- (1) project models or displays,
- (2) deeds, wills or agreements,
- (3) maps, plans, records, photographs or negatives, calculations, drawings,
- (4) written or printed books, letters, certificates, documents or forms of any nature whatsoever,
- (5) computer software, files, documents and systems records.

which are Your property or are under Your custody or control.

This definition does not include bearer bonds, evidence of share ownership (whether in electronic or other form), coupons, bank or currency notes and other negotiable paper.

Environmental Audit

An investigation specifically intended to assess whether or not there is Pollution or Contamination present carried out by You.

Excess

The first part of each and every payment in relation to a Claim or loss which is payable by You rather than Us. The amount of the Excess is stated in The Schedule.

The Excess does not apply to Other Costs or the Additional Cover section.

Financial Services

The

- (1) buying or selling, subscribing for or underwriting of, or offering to do so, either as principal or agent,
 - (2) giving or offering to give advice or information about,
 - (3) inducement to invest in,
 - (4) managing or offering to manage,
- any savings, investment, insurance or pension product or scheme.

This definition does not include the provision of advice or information about and the placing or arranging of any

- (1) general insurance contract (as defined in the appropriate regulatory handbook) and
- (2) loan secured upon residential property by a first legal mortgage unless the borrower enters into any investment or pension product associated with repayment of the loan.

Legal Liabilities

Professional Indemnity (Surveyors & Estate Agents)

Definitions (continued)

Limit of Indemnity

In respect of any Claim arising directly or indirectly from Pollution or Contamination

- the maximum amount, stated in The Schedule, We will pay in respect of any one Claim and in total for all Claims (including claimants costs and Other Costs) first made during any one Period of Insurance. Where such Claim arises from Your negligent structural design, negligent specification or failure to report a structural defect in a property and relates solely to the cost of re-designing, re-specifying, remedying or rectifying the defective structure, the definition in respect of all other Claims below will apply instead.

In respect of all other Claims

- the maximum amount, stated in The Schedule, which We will pay in respect of any one Claim or loss or series of Claims or losses arising directly or indirectly from one source or originating cause.

Any dishonesty or fraud committed by a person acting alone or in collusion with others shall be treated as one Claim or loss.

Other Costs

All costs and expenses incurred in the investigation, defence or settlement of any Claim or loss in so far as those costs and expenses have been incurred with Our written consent.

Pollution or Contamination

Any pollution or contamination by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring.

This definition does not include pollution or contamination by asbestos.

Proposal

Any signed proposal form, renewal declaration, statement of fact and any additional information supplied to Us by You or on Your behalf.

Territorial Limits

Great Britain, Northern Ireland, the Isle of Man, The Channel Islands any other European Union Member country.

Terrorism

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.

Legal Liabilities Professional Indemnity (Surveyors & Estate Agents)

Definitions (continued)

The Business

- (1) The provision, within the Territorial Limits, of professional advice or professional services by You or on Your behalf which are normally undertaken by members of the Royal Institution of Chartered Surveyors and directly connected to the activities declared to Us in Your Proposal or as otherwise notified to Us.
- (2) Any individual personal appointment held by You but only in respect of professional advice or professional services shown in (1) above.

You/Your/The Policyholder/ the Insured

- (1) Any individual, partnership, limited liability partnership, company, or limited company named in The Schedule or any predecessor in business of such individual, partnership, limited liability partnership, company or limited company as declared to Us.
- (2) Any person named in the Proposal as consultant or former consultant of any person or body referred to in (1) above but only in respect of work undertaken for or on behalf of any person or body referred to in (1) above.
- (3) Any person who is or has been or who becomes a director, partner, principal or Employee of any person or body referred to in (1) above but only in respect of work undertaken for or on behalf of any person or body referred to in (1) above.
- (4) The estate, heirs, executors, legal or personal representatives of any person or body referred to in (1), (2) or (3) above in the event of their death, incapacity, insolvency or bankruptcy.
- (5) Any person who is or has been or becomes an appointed representative (as defined in the appropriate regulatory handbook of Rules and Guidance) but only in respect of work undertaken for or on behalf of any person or body referred to in (1) above.

Cover

- (1) We will indemnify You
 - (a) in respect of any Claim arising out of the conduct of The Business, first made against You and notified to Us during the Period of Insurance, for any civil liability including claimants costs and expenses.
 - (b) for any awards, made against You by an ombudsman (including the Ombudsman for Estate Agents) who has accepted a case for review in his position as ombudsman under any recognised scheme where the first Claim made against You and notified to Us during the Period of Insurance.

We will not indemnify You for any case which has not been accepted for formal review in accordance with the defined terms of reference of any recognised ombudsman scheme.

Our liability under (b) shall not exceed £250,000 in respect of any single award or in respect of a series of awards attributable to the same original cause.

If an award is rejected by the claimant who then pursues the matter through the courts, both the complaint to the ombudsman and all subsequent court proceedings shall be treated as a single Claim.

Legal Liabilities Professional Indemnity (Surveyors & Estate Agents)

Cover (*continued*)

- (c) for any award by an arbitrator (including an arbitrator appointed under the prescribed rules of the Surveyors and Valuers Arbitration Scheme), arising from any Claim or complaint made against You which would have fallen to be dealt with under the terms of this Section,

We will not be liable for any award made in respect of any Claim where the seat of arbitration is located outside the United Kingdom unless We have specifically agreed otherwise.

- (d) for any decision by an independent adjudicator appointed to resolve a dispute in accordance with the Scheme for Construction and Regeneration as contained in the Housing Grants Construction and Regeneration Act 1996.

We will not indemnify You unless such award arose from a Claim or complaint made against You which would otherwise have fallen to be dealt with under the terms of this Section, notwithstanding its referral to the adjudicator.

We will not indemnify You in respect of any Claim

- (1) related to, in consequence of, contributed to or aggravated by asbestos other than specifically stated in (2) below.
- (2) arising directly or indirectly from Pollution or Contamination other than as specifically stated in (3) below.
- (3) We will indemnify You in respect of any Claim arising directly or indirectly from asbestos first made against You and notified to Us during the Period of Insurance solely arising from a negligent act, negligent error or negligent omission committed by You in the conduct of The Business.

We will not indemnify You in respect of any Claim arising directly or indirectly

- (a) from any Asbestos Inspection carried out by You
- (b) out of or in any way involving Bodily Injury or fear of Bodily Injury related to, in consequence of, contributed to or aggravated by asbestos.

Our total liability under (2), which is part of and not in addition to the Limit of Indemnity, in respect of any one Claim and in total for all Claims, including claimants costs and expenses and Other Costs, is £250,000 during any one Period of Insurance.

- (4) We will indemnify You in respect of any Claim arising directly or indirectly from Pollution or Contamination first made against You and notified to Us during the Period of Insurance solely arising from a negligent act, negligent error or negligent omission committed by You in the conduct of The Business.

We will not indemnify You in respect of any Claim arising directly or indirectly from any Environmental Audit.

Our total liability under this Section shall not exceed the Limit of Indemnity and Other Costs.

If the amount paid to dispose of a Claim or loss exceeds the Limit of Indemnity, Our liability for Other Costs will only be the proportion which the Limit of Indemnity bears to the total amount paid to dispose of such Claim or loss.

We shall not be liable for the Excess or any lesser amount for which a Claim or loss may be settled.

Legal Liabilities Professional Indemnity (Surveyors & Estate Agents)

Additional Cover

The following are extensions to cover and are in addition to the Limit of Indemnity.

Documents

We will indemnify You in respect of reasonable costs and expenses incurred by You in replacing, restoring or reconstituting Documents, lost or damaged in the conduct of The Business provided the loss or damage is suffered and first discovered by You and notified to Us during the Period of Insurance.

Our liability shall not exceed £50,000 for any one occurrence and £200,000 in all in any one Period of Insurance.

We will not indemnify You in respect of any loss or damage to Documents which are stored on Computer and Electronic Equipment, unless such Documents are backed up with the intention that in the event of loss or damage the back up can be used as the basis for restoring the Documents to their original status.

Legal Costs

We will indemnify You in respect of reasonable costs and expenses incurred with Our prior written consent in dealing with an investigation and the defence of any proceedings first brought against You and notified to Us during the Period of Insurance under

- (a) The Property Misdescriptions Act 1991
- (b) The Estate Agents Acts 1979
- (c) The Health & Safety at Work etc Act 1974
- (d) The Health & Safety at Work (Northern Ireland) Order 1978
- (e) The Construction (Design & Management) Regulations 1994
- (f) any similar or successor legislation.

Our total liability shall not exceed £150,000 in all in any one Period of Insurance.

We will not indemnify You

- (a) unless We believe that defending such proceedings could protect You against any concurrent or subsequent Claim arising from the Business and in respect of which We may be obliged to provide an indemnity under the terms of this Section.
- (b) in respect of any criminal penalties or fines.

Payment for Court Attendance

We will compensate You, subject to Our prior written consent, if You are attending court as a witness in connection with a Claim for which You are entitled to indemnity under this Section.

The maximum We will pay You is £300 per person per day.

Our total liability shall not exceed £15,000 in all in any one Period of Insurance.

Representation Costs

We will indemnify You in respect of reasonable costs and expenses incurred by You for representation at properly constituted hearings, tribunals or proceedings provided that

- (1) such costs and expenses are incurred with Our prior written consent and
- (2) the subject of the hearing, tribunal or proceeding may become a Claim under this Section and in respect of which We may be obliged to provide an indemnity under the terms of this Section.

Our total liability shall not exceed £150,000 in all in any one Period of Insurance.

Legal Liabilities Professional Indemnity (Surveyors & Estate Agents)

Exceptions

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

We will not indemnify You in respect of any

- (1) Claim or loss to any person committing or conspiring to commit or condoning any dishonest or fraudulent act or omission.
- (2) Claim arising directly or indirectly from or caused by any dispute between You and any present or former Employee or any person who has applied for or been offered employment with You.
- (3) Claim arising directly or indirectly from or caused by
 - (a) any Bodily Injury of any Employee whilst in the course of their employment with You.
 - (b) any other Bodily Injury or loss of or damage to property unless arising from any actual or alleged breach of duty in the performance of The Business.
- (4) fines, penalties, punitive, multiple, aggravated or exemplary damages where such can be identified separately within any award of any court or tribunal.
- (5) Claim brought by any entity
 - (a) in which You exercise a controlling interest.
 - (b) which exercises a controlling interest over The Business by virtue of having a financial or executive interest in You unless such Claim arises from or is caused by a claim made against such entity by an independent third party.
- (6) Claim made against You in Your capacity as a director, officer or trustee unless arising from an alleged breach of professional duty in the conduct of The Business.
- (7) Claim or loss arising from any plan, programme or scheme established or maintained to provide benefits to You or any Employee.
- (8) Claim arising from or caused by the ownership, possession or use, by You or on Your behalf, of any aircraft, watercraft, hovercraft, motor vehicle or trailer.
- (9) Claim arising directly or indirectly from or caused by
 - (a) the ownership, possession or use, by You or on Your behalf, of any buildings, structures, premises or land or
 - (b) that part of any building leased, occupied or rented by You or
 - (c) any other property (mobile or immobile) belonging to You.
- (10) person committing or conspiring to commit or condoning any dishonest or fraudulent act or omission.
- (11) Claim or loss arising from any dishonest or fraudulent act or omission committed by any person after the discovery, in relation to that person, of reasonable cause for suspicion of any dishonest or fraudulent act or omission.
- (12) Claim or loss arising from any dishonest or fraudulent act or omission unless Your annual accounts have been prepared or certified by an independent and properly qualified accountant or auditor in accordance with the RICS Rules of Conduct and the clients accounts, where applicable, have been kept in accordance with those rules.
- (13) defamation unless You can show that it was committed in good faith.
- (14) Claim or loss arising out of or caused by
 - (a) acceptance of or guarantee of fitness for purpose where this appears as an express term,
 - (b) express guarantee,
 - (c) express contractual penalty,
 - (d) acceptance of liability for liquidated damages,unless such liability would have attached to You in the absence of the features listed above.

Legal Liabilities Professional Indemnity (Surveyors & Estate Agents)

Exceptions

(continued)

- (15) liability arising from the supply of any goods by You or products manufactured, constructed, altered, repaired, treated, sold, supplied or distributed by You.
This exception shall not apply to project models or displays.
- (16) Claim or loss arising from any trading losses or trading liabilities incurred by any business managed by You or carried on by You.
- (17) Claim arising directly or indirectly from or caused by Your insolvency or bankruptcy.
This exception shall not apply to any Claim
 - (a) in respect of monies held on behalf of third parties or
 - (b) that otherwise would be indemnified by this Section but for Your insolvency or bankruptcy.
- (18) Claim arising directly or indirectly from the provision of Financial Services.
- (19) Claim arising directly or indirectly from or caused by any survey or valuation unless it was undertaken by an Approved Person.
- (20) Claim or loss arising from the financial return of any investment or the depreciation or loss of investments when such financial return, depreciation or loss of normal or abnormal fluctuations in any financial, stock, commodity or other markets, which are outside Your influence or control.
This exception does not apply to The Business in connection with the following
 - (a) survey or valuation of any tangible property for the purpose of any sale, proposed sale, purchase or proposed purchase
 - (b) survey or valuation of any tangible property for insurance or stock.
- (21) Claim or loss arising directly or indirectly from or caused by any work undertaken by You or on Your behalf prior to any Retroactive Date stated in The Schedule.
- (22) Claim where You are entitled to indemnity under any other policy except in respect of any excess beyond the amount which would have been payable under such policy had this policy not been effected.
- (23) Claim or circumstance that might give rise to a Claim which
 - (a) has been notified under any other policy of insurance attaching prior to the inception of this Section
 - (b) You were or should after reasonable enquiry have been aware of prior to the inception of this Section.
- (24) Claim
 - (a) instituted or pursued in the United States of America, its territories and possessions or Canada (including without limitation the enforcement of a judgement or finding of a court or tribunal of another jurisdiction or otherwise),
 - (b) in which it is contended that the laws of the United States of America, its territories and/or possessions or Canada should or do apply,
 - (c) which involves the enforcement or attempted enforcement of a judgement or finding of a court or tribunal of the United States of America, its territories and/or possessions or Canada.
- (25) 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 Attack
 - (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.

Legal Liabilities Professional Indemnity (Surveyors & Estate Agents)

Exceptions (continued)

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

(a) Terrorism

(b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

In any action, suit or other proceedings, where We allege that by reason of this exception any consequence whatsoever resulting directly or indirectly from (a) above regardless of any other contributory cause or event is not covered by this Section, the burden of proving that any consequence whatsoever resulting directly or indirectly from or in connection with (a) above regardless of any other contributory cause or event is covered shall be upon You.

Conditions

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

If in relation to any Claim You fail to fulfil or observe the requirements imposed upon You by conditions (1), (2), (3) or (4) You will lose Your right to indemnity or payment for that Claim.

(1) If during the Period of Insurance, regardless of any Excess, You

(a) receive any Claim, You shall give written notice to Us as soon as practicable

(b) become aware of any circumstance that might give rise to a Claim, You 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 been made during the Period of Insurance in which the notice of such circumstance was first received by Us.

(c) discover a reasonable cause for suspicion of any dishonesty or fraud on the part of any past or present director, partner, or Employee of Yours, whether giving rise to a Claim or not, You shall give written notice to Us of such discovery as soon as practicable.

(d) discover any loss or damage to Documents, You shall give written notice to Us of such discovery as soon as practicable.

Provided always that any such written notice under any part of this condition (1) is received by Us during the Period of Insurance.

Any written notice should be sent to:-

Professional Indemnity Claims

Corporate & Speciality Risk

Aviva

Dixon House, 3rd Floor

1 Lloyd's Avenue

London

EC3N 3DH

Telephone **0845 302 8408**

Fax **0845 302 8409**

Email: **PRCMLS@aviva.co.uk**

Legal Liabilities Professional Indemnity (Surveyors & Estate Agents)

Conditions (Continued)

- (2) In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, You must not admit liability for or settle any Claim or incur any related costs or expenses without Our written consent.
- (3) In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, We will be entitled, at Our own expense at any time, to take over and conduct in Your name the defence or settlement of any such Claim or circumstance.

If We do take over and conduct the defence or settlement of any such Claim You shall give Us all such information and assistance as We may reasonably require and that is in Your power to provide.

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

 - (a) providing all such information, assistance, signed statements or depositions as may be required to facilitate compliance with any civil procedure rules, practice directions and pre-action protocols as may be issued.
 - (b) allowing Us to present the best possible defence of a Claim within the time constraints available.
 - (c) ensuring ready access to all and any information that We may require in the defence of a Claim or investigation of a loss.
 - (d) ensuring the payment, on demand, of the Excess in conjunction with the terms of any settlement agreed by Us(4)
- (4) As regards Claims concerning adjudications under the Housing Grants Construction and Regeneration Act 1996, We will not provide indemnity unless You notify Us within 72 hours of
 - (a) receipt of any notice of adjudication or
 - (b) the service by You of any notice of adjudication or
 - (c) You becoming aware of any circumstance which may give rise to a notice of adjudication being served on You.
- (5) In connection with any Claim, We may at any time pay You the amount of the Limit of Indemnity (after deduction of any sums already paid as damages or claimant's costs and expenses in respect of such Claim) or any lesser amount for which We believe that such Claim can be settled and thereupon We shall relinquish the control of such Claim and be under no further liability in connection therewith except for costs and expenses incurred prior to the date of such payment and for which We may be responsible under this section.
- (6) The Limit of Indemnity and the Excess apply to all of You jointly. If more than one insured is named in The Schedule the total amount We will pay will not exceed the amount we would be liable to pay to any one of You.
- (7) If any settlement is made by Us to You under the terms of this policy, You grant to us all rights of recovery that You would have had against any parties from whom a recovery may be made and You will take all reasonable steps to preserve and not to prejudice such rights.
- (8) A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Legal Liabilities Professional Indemnity (Surveyors & Estate Agents)

Conditions (Continued)

(9) You shall not be required

(a) to contest any legal proceedings,
or

(b) to take steps to effect recovery from any person committing or conspiring to commit or condoning any dishonest or fraudulent act (or from the personal representatives of such person) including the taking of legal proceedings against such person

unless a senior barrister (to be mutually agreed upon between You and Us) shall advise that such action has a reasonable prospect of success.

Special Conditions

Special Conditions (1) and (2) and (3) only apply if You are a member of the Royal Institution of Chartered Surveyors.

(1) Where there has been alleged non-disclosure or misrepresentation of facts or untrue statements in the Proposal and provided always that You establish to Our reasonable satisfaction that such alleged non-disclosure, misrepresentation of facts or untrue statements were free of any fraudulent conduct or intent to deceive We shall not exercise Our right to avoid this Section.

Where such non-disclosure or misrepresentation has prejudiced Our consideration of terms under this policy, We shall be entitled to charge an appropriate additional premium in light of such prejudice.

However, in any case of a Claim first made against You during the Period of Insurance where

(a) You had previous knowledge of the circumstance which might give rise to such Claim

and

(b) You should have notified the same under any preceding insurance then where the indemnity or cover under this policy is greater or wider in scope than that to which You would have been entitled under such preceding insurance We will only be liable to afford indemnity to such amount and extent as would have been afforded to You by such preceding insurance.

Where Your breach of or non-compliance with any condition of this policy has resulted in prejudice to the handling or settlement of any Claim or loss, We shall be entitled to reduce the indemnity afforded by this policy in respect of such Claim or loss (including Other Costs) to such sum as in Our reasonable opinion would have been payable by Us in the absence of such prejudice.

For the avoidance of doubt, this Special Condition shall not apply to any Claim or loss known to You prior to inception of this section.

In the event of any dispute or disagreement between You and Us regarding the application of this Special Condition, such dispute or disagreement shall be referred by either party for arbitration to any person nominated by the President for the time being of the Royal Institution of Chartered Surveyors whose decision shall be binding on both parties.

(2) Any dispute or disagreement between You and Us as to the correct interpretation of The Business under this Section shall be referred by either party for arbitration in accordance with English law and procedure to any person nominated by the President for the time being of the Royal Institution of Chartered Surveyors whose decision shall be binding on both parties.

Legal Liabilities Professional Indemnity (Surveyors & Estate Agents)

Special Conditions (Continued)

-
- (3) In any dispute or disagreement with the cover, conditions, exceptions or limits of this Section, it is specifically understood and agreed that the cover, conditions, exceptions and limits of the Approved Wording shall take precedence over any cover, conditions, exceptions or limits contained herein which are less favourable to You.

Legal Liabilities Professional Indemnity (General Insurance Intermediaries)

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.

Bodily Injury

Any injury including death, illness, disease, sickness, psychological injury, emotional distress or nervous shock.

Claim

Demand made against You consisting of or arising from any

- (1) demand whether oral or in writing, for damages or compensation,
- (2) notice of intention, whether orally or in writing, to commence legal proceedings,
- (3) communication invoking any pre-action protocols,
- (4) notification of arbitration or adjudication proceedings.

Documents

Any

- (1) project models or displays,
- (2) deeds, wills or agreements,
- (3) maps, plans, records, photographs or negatives, calculations, drawings,
- (4) written or printed books, letters, certificates, documents or forms of any nature whatsoever,
- (5) computer software, files, documents and systems records

which are Your property or are under Your custody or control.

This definition does not include bearer bonds, evidence of share ownership (whether in electronic or other form), coupons, bank or currency notes and other negotiable paper.

Excess

That first part of each and every payment in relation to a Claim or loss which is payable by You rather than Us. The amount of the Excess is stated in The Schedule.

The Excess does not apply to Other Costs or the Additional Cover Section.

Legal Liabilities Professional Indemnity (General Insurance Intermediaries)

Definitions (continued)

Financial Services

The

- (1) buying or selling, subscribing for or underwriting of, or offering to do so, either as principal or agent,
- (2) giving or offering to give advice or information about,
- (3) inducement to invest in,
- (4) managing or offering to manage, any savings, investment, insurance or pension product or scheme.

This definition does not include the provision of advice or information about and the placing or arranging of any

- (1) general insurance contract (as defined in the appropriate regulatory handbook) and
- (2) loan secured upon residential property by a first legal mortgage unless the borrower enters into any investment or pension product associated with repayment of the loan.

Limit of Indemnity

In respect of any Claim arising directly or indirectly from Financial Services

- the maximum amount stated in The Schedule We will pay in respect of any one Claim and in total for all Claims first made during any one Period of Insurance.

In respect of all other Claims

- the maximum amount, stated in The Schedule, which We will pay in respect of any one Claim or loss or series of Claims or losses arising directly or indirectly from any one source or originating cause.

Any dishonesty or fraud committed by a person or persons acting alone or in collusion with others shall be treated as one Claim or loss.

Other Costs

All costs and expenses incurred in the investigation, defence or settlement of any Claim or loss in so far as those costs and expenses have been incurred with Our written consent.

Pollution or Contamination

Any pollution or contamination by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring.

This definition does not include pollution or contamination by asbestos.

Proposal

Any signed proposal form, renewal declaration, statement of fact and any additional information supplied to Us by You or on Your behalf.

Territorial Limits

Great Britain, Northern Ireland, the Isle of Man, The Channel Islands any other European Union Member country.

Legal Liabilities Professional Indemnity (General Insurance Intermediaries)

Definitions (continued)

Terrorism

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.

The Business

The provision within the Territorial Limits of professional advice or professional services directly connected to the activities declared to Us in Your Proposal.

You/Your/The Policyholder/ The Insured

- (1) Any individual, partnership, limited liability partnership, company, or limited company named in The Schedule or any predecessor in business of such individual, partnership, limited liability partnership, company or limited company as declared to Us.
- (2) Any person who is or has been or who becomes a director, partner, principal or Employee of any person or body referred to in (1) above but only in respect of work undertaken for or on behalf of any person or body referred to in (1) above.
- (3) The estate, heirs, executors, legal or personal representatives of any person or body referred to in (1) or (2) above in the event of their death or incapacity.
- (4) Any person who is or has been or becomes an appointed representative (as defined in appropriate regulatory handbook of Rules and Guidance) but only in respect of work undertaken for or on behalf of any person or body referred to in (1) above.

Cover

We will indemnify You in respect of any Claim arising out of the conduct of The Business, first made against You and notified to Us during the Period of Insurance, for any civil liability including claimants costs and expenses arising from

- (1) any negligent act, negligent error or negligent omission committed by You,
- (2) any dishonest or fraudulent act or omission committed by any of Your past or present partners, directors or Employees,
- (3) any award made against You by an ombudsman who has accepted the case for review in accordance with the Financial Ombudsman Scheme established under the Financial Services and Markets Act 2000.

Legal Liabilities Professional Indemnity (General Insurance Intermediaries)

Cover *(continued)*

Our total liability under this Section shall not exceed the Limit of Indemnity and Other Costs.

If the amount paid to dispose of a Claim or loss exceeds the Limit of Indemnity, Our liability for Other Costs will only be the proportion which the Limit of Indemnity bears to the total amount paid to dispose of such Claim or loss.

We shall not be liable for the Excess or any lesser amount for which a Claim or loss may be settled.

Additional Cover

The following are extensions to cover and are in addition to the Limit of Indemnity.

Documents

We will indemnify You in respect of reasonable costs and expenses incurred by You in replacing, restoring or reconstituting Documents, lost or damaged in the conduct of The Business provided the loss or damage is suffered and first discovered by You and notified to Us during the Period of Insurance.

Our liability shall not exceed £50,000 for any one occurrence and £200,000 in all in any one Period of Insurance.

We will not indemnify You in respect of any loss or damage to Documents which are stored on Computer and Electronic Equipment, unless such Documents are backed up with the intention that in the event of loss or damage the back up can be used as the basis for restoring the Documents to their original status.

Payment for Court Attendance

We will compensate You, subject to Our prior written consent, if You are attending court as a witness in connection with a Claim for which You are entitled to indemnity under this Section.

The maximum We will pay You is £300 per person per day.

Our total liability shall not exceed £15,000 in all in any one Period of Insurance.

Representation Costs

We will indemnify You in respect of reasonable costs and expenses incurred by You for representation at properly constituted hearings, tribunals or proceedings provided that

- (1) such costs and expenses are incurred with Our prior written consent and
- (2) the subject of the hearing, tribunal or proceeding may become a Claim under this Section and in respect of which We may be obliged to provide an indemnity under the terms of this Section.

Our liability shall not exceed £150,000 in all in any one Period of Insurance.

Exceptions

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

We will not indemnify You in respect of any

- (1) Claim or loss to any person committing or conspiring to commit or condoning any dishonest or fraudulent act or omission.
- (2) Claim arising directly or indirectly from or caused by any dispute between You and any present or former Employee or any person who has applied for or been offered employment with You.
- (3) Claim arising directly or indirectly from or caused by
 - (a) any Bodily Injury of any Employee whilst in the course of their employment with You.
 - (b) any other Bodily Injury or loss of or damage to property unless arising from any actual or alleged breach of duty in the performance of The Business.
- (4) fines or penalties or punitive, multiple, aggravated or exemplary damages where such can be identified separately within any award of any court or tribunal.

Legal Liabilities Professional Indemnity (General Insurance Intermediaries)

Exceptions (continued)

- (5) Claim brought by any entity
 - (a) in which You exercise a controlling interest
 - (b) which exercises a controlling interest over The Business by virtue of having a financial or executive interest in You unless such Claim arises from or is caused by a Claim made against such entity by an independent third party.
- (6) Claim made against You in Your capacity as a director, officer or trustee unless arising from an alleged breach of professional duty in the conduct of.
- (7) Claim or loss arising from any plan, programme or scheme established or maintained to provide benefits to You or any Employee.
- (8) Claim arising directly or indirectly from or caused by the ownership, possession or use, by You or on Your behalf, of any aircraft, watercraft, hovercraft, motor vehicle or trailer.
- (9) Claim arising directly or indirectly from or caused by
 - (a) the ownership, possession or use, by You or on Your behalf, of any buildings, structures, premises or land or
 - (b) that part of any building leased, occupied or rented by You or
 - (c) any property (mobile or immobile) of Yours.
- (10) Claim or loss arising from any dishonest or fraudulent act or omission committed by any person after the discovery, in relation to that person, of reasonable cause for suspicion of any dishonest or fraudulent act or omission.
- (11) Claim or loss arising from any dishonest or fraudulent act or omission unless Your annual accounts are prepared or certified by an independent and properly qualified accountant or auditor.
- (12) defamation unless You can show that it was committed by You in good faith.
- (13) Claim arising out of liability assumed by You under any contractual agreement, Collateral Warranty or Duty of Care Agreement
 - (a) where You assume a standard of care greater than that reasonably expected of Your profession
 - (b) by which You warranted or guaranteed a particular outcome
 - (c) by which You agreed to pay a contractual penalty or liquidated damages in the event of breach
 - (d) which provides greater benefit or longer lasting benefit than that given to the party with whom You originally contractedunless such liability would have attached to You in the absence of the features listed above.
- (14) manufacturing defect of any goods or products supplied by You.
- (15) Claim arising directly or indirectly from or caused by Pollution or Contamination.
- (16) Claim arising directly or indirectly from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity, whether alleged or actual.
- (17) Claim arising directly or indirectly from or caused by the inability, for whatever reason, of any insurer to meet its financial obligations.
- (18) Claim arising directly or indirectly from or caused by Your activities as managers of any insurer, underwriting agent or as underwriters.
- (19) Claim arising solely as a result of market fluctuations, depreciation or loss of investments where such market fluctuations, depreciation or loss is a result of normal or abnormal fluctuations in any financial stock, commodity or other market or by reason of any express or implied warranty or guarantee relating to the financial return of any investment or portfolio of investments.
- (20) Claim arising directly or indirectly from the provision of Financial Services.

Legal Liabilities Professional Indemnity (General Insurance Intermediaries)

Exceptions (continued)

- (21) Claim or loss arising from any trading losses or trading liabilities incurred by any business managed by or carried on by You
- (22) Claim or loss arising directly or indirectly from or caused by any work undertaken by You or on your behalf prior to any Retroactive Date stated in The Schedule.
- (23) Claim
 - (a) instituted in the United States of America, its territories and possessions or Canada (including without limitation the enforcement of a judgement or finding of a court or tribunal of another jurisdiction or otherwise),
 - (b) in which it is contended that the laws of the United States of America, its territories and/or possessions or Canada should or do apply,
 - (c) which involves the enforcement or attempted enforcement of a judgement or finding of a court or tribunal of the United States of America, its territories and/or possessions or Canada.
- (24) 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 Attack
 - (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.
- (25) Claim, loss or consequence whatsoever resulting directly or indirectly from any of the following regardless of any other contributory cause or event
 - (a) Terrorism
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

In any action, suit or other proceedings, where We allege that by reason of this exception any consequence whatsoever resulting directly or indirectly from (a) above regardless of any other contributory cause or event is not covered by this Section, the burden of proving that any consequence whatsoever resulting directly or indirectly from or in connection with (a) above regardless of any other contributory cause or event is covered shall be upon You.

Conditions

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

If in relation to any Claim You fail to fulfil or observe the requirements imposed upon You by conditions (1), (2), or (3) You will lose Your right to indemnity or payment for that Claim.

- (1) If during the Period of Insurance, regardless of any Excess, You
 - (a) receive any Claim, You shall give written notice to Us as soon as practicable.
 - (b) become aware of any circumstance that might give rise to a Claim, You 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 been made during the Period of Insurance in which the notice of such circumstance was first received by Us.
 - (c) discover a reasonable cause for suspicion of any dishonesty or fraud on the part of any past or present director, partner, or Employee of Yours, whether giving rise to a Claim or not, You shall give written notice to Us of such discovery as soon as practicable.
 - (d) discover any loss or damage to Documents, You shall give written notice to Us of such discovery as soon as practicable.

Conditions (continued)

Provided always that any such written notice under any part of this condition (1) is received by Us during the Period of Insurance.

Any written notice should be sent to:-

Professional Indemnity Claims

Corporate & Speciality Risk

Aviva

Dixon House, 3rd Floor

1 Lloyd's Avenue

London

EC3N 3DH

Telephone **0845 302 8408**

Fax **0845 302 8409**

Email: **PRCMLS@aviva.co.uk**

(2) In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, You must not admit liability for or settle any Claim or incur any related costs or expenses without Our written consent.

(3) In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, We will be entitled, at Our own expense at any time, to take over and conduct in Your name the defence or settlement of any such Claim or circumstance.

If We do take over and conduct the defence or settlement of any such Claim You shall give Us all such information and assistance as We may reasonably require and that is in Your power to provide.

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

(a) providing all such information, assistance, signed statements or depositions as may be required to facilitate compliance with any civil procedure rules, practice directions and pre-action protocols as may be issued.

(b) allowing Us to present the best possible defence of a Claim within the time constraints available.

(c) ensuring ready access to all and any information that We may require in the defence of a Claim or investigation of a loss.

(d) ensuring the payment, on demand, of the Excess in conjunction with the terms of any settlement agreed by Us.

(4) In connection with any Claim, We may at any time pay You the amount of the Limit of Indemnity (after deduction of any sums already paid as damages or claimant's costs and expenses in respect of such Claim) or any lesser amount for which We believe that such Claim can be settled and thereupon We shall relinquish the control of such Claim and be under no further liability in connection therewith except for costs and expenses incurred prior to the date of such payment and for which We may be responsible under this section.

(5) The Limit of Indemnity and the Excess apply to all of You jointly. If more than one insured is named in The Schedule the total amount We will pay will not exceed the amount we would be liable to pay to any one of You.

(6) If any settlement is made by Us to You under the terms of this Section, You grant to us all rights of recovery that You would have had against any parties from whom a recovery may be made and You will take all reasonable steps to preserve and not to prejudice such rights.

Legal Liabilities Professional Indemnity (General Insurance Intermediaries)

Conditions (continued)

- (7) A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- (8) You shall not be required to contest any legal proceedings unless a Queen's Counsel (to be mutually agreed upon between You and Us) shall advise that such action has a reasonable prospect of success.

Legal Liabilities Professional Indemnity (Other Professions)

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.

Bodily Injury	Any injury including death, illness, disease, sickness, psychological injury, emotional distress or nervous shock.
Claim	<p>Demand made against You consisting of or arising from any</p> <ol style="list-style-type: none">(1) demand, whether oral or in writing, for damages or compensation,(2) notice of intention, whether orally or in writing, to commence legal proceedings,(3) communication invoking any pre-action protocols,(4) notification of arbitration or adjudication proceedings.
Documents	<p>Any</p> <ol style="list-style-type: none">(1) project models or displays,(2) deeds, wills or agreements,(3) maps, plans, records, photographs or negatives, calculations, drawings,(4) written or printed books, letters, certificates, documents or forms of any nature whatsoever,(5) computer software, files, documents and systems records. <p>which are Your property or are under Your custody or control.</p> <p>This definition does not include bearer bonds, evidence of share ownership (whether in electronic or other form), coupons, bank or currency notes and other negotiable paper.</p>
Excess	<p>The first part of each and every payment in relation to a Claim or loss which is payable by You rather than Us. The amount of the Excess is stated in The Schedule.</p> <p>The Excess does not apply to Other Costs or the Additional Cover section.</p>
Limit of Indemnity	<p>The maximum amount stated in The Schedule We will pay in respect of any one Claim or loss and in total for all Claims or losses first made during any one Period of Insurance.</p> <p>Any dishonesty or fraud committed by a person acting alone or in collusion with others shall be treated as one Claim or loss.</p>
Other Costs	All costs and expenses incurred in the investigation, defence or settlement of any Claim in so far as those costs and expenses have been incurred with Our written consent.
Pollution or Contamination	<p>Any pollution or contamination by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring.</p> <p>This definition shall not include pollution or contamination by asbestos.</p>

Legal Liabilities Professional Indemnity (Other Professions)

Definitions (continued)

Proposal	Any signed proposal form, renewal declaration, statement of fact and any additional information supplied to Us by You or on Your behalf.
Territorial Limits	Great Britain, Northern Ireland, the Isle of Man, The Channel Islands any other European Union Member country.
Terrorism	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.
The Business	The provision, within the Territorial Limits, of professional advice or professional services directly connected to the activities declared to Us in Your Proposal.
You/Your/The Policyholder/ The Insured	(1) Any individual, partnership, limited liability partnership, company, or limited company named in The Schedule or any predecessor in business of such individual, partnership, limited liability partnership, company or limited company as declared to Us. (2) Any person who is or has been or who becomes a director, partner, member, principal or Employee of any person or body referred to in (1) above but only in respect of work undertaken for or on behalf of any person or body referred to in (1) above. (3) The estate, heirs, executors, legal or personal representatives of any person or body referred to in (1) or (2) above in the event of their death or incapacity.

Cover

- (1) We will indemnify You in respect of any Claim arising out of the conduct of The Business, first made against You and notified to Us during the Period of Insurance, for any civil liability including claimants costs and expenses arising from
 - (a) any negligent act or negligent omission committed by You,
 - (b) any dishonest or fraudulent act or omission committed by any of Your past or present partners, directors or Employees.
- (2) We will indemnify You for reasonable costs and expenses incurred by You in respect of any reasonable action taken to mitigate a loss or potential loss that would otherwise be the subject of a Claim under this Section provided that
 - (a) We give prior written consent to You incurring such costs and expenses and
 - (b) You prove to Our satisfaction that the amount of the costs and expenses to be incurred are less than any likely award of damages arising from the same potential Claim.

Legal Liabilities Professional Indemnity (Other Professions)

Cover *(continued)*

Our total liability under this Section shall not exceed the Limit of Indemnity and Other Costs.

If the amount paid to dispose of a Claim or loss exceeds the Limit of Indemnity, Our liability for Other Costs will only be the proportion which the Limit of Indemnity bears to the total amount paid to dispose of such Claim or loss.

We shall not be liable for the Excess or any lesser amount for which a Claim or loss may be settled.

Additional Cover

The following are extensions to cover and are in addition to the Limit of Indemnity.

Documents

We will pay all reasonable costs and expenses incurred by You in replacing, restoring or reconstituting Documents, lost or damaged in the conduct of The Business provided the loss or damage is suffered and first discovered by You and notified to Us during the Period of Insurance.

Our total liability shall not exceed £50,000 for any one occurrence and £200,000 in all in any one Period of Insurance.

We will not indemnify You in respect of any loss or damage to Documents which are stored on Computer and Electronic Equipment, unless such Documents are backed up with the intention that in the event of loss or damage the back up can be used as the basis for restoring the Documents to their original status.

Payment for Court Attendance

We will compensate You, subject to our prior written consent, if You are attending court as a witness in connection with a Claim for which You are entitled to indemnity under this Section.

The maximum we will pay is £300 per person per day.

Our total liability shall not exceed £15,000 in any one Period of Insurance.

Representation Costs

We will indemnify You in respect of reasonable costs and expenses incurred by You for representation at properly constituted hearings, tribunals or proceedings provided that

- (a) such costs and expenses are incurred with Our prior written consent and
- (b) the subject of the hearing, tribunal or proceeding may become a Claim under this Section.

Our total liability shall not exceed £15,000 in all in any one Period of Insurance.

Exceptions

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

We will not indemnify You in respect of any

- (1) Claim or loss to any person committing or conspiring to commit or condoning any dishonest or fraudulent act or omission.
- (2) Claim or loss arising directly or indirectly from or caused by any dispute between You and any present or former Employee or any person who has applied for or been offered employment with You.
- (3) Claim or loss arising directly or indirectly from or caused by
 - (a) any Bodily Injury of any Employee whilst in the course of their employment with You.
 - (b) any other Bodily Injury or loss of or damage to property unless arising from any actual or alleged breach of duty in the performance of The Business.
- (4) fines or penalties or any punitive, multiple, aggravated or exemplary damages where such can be identified separately within any award of any court or tribunal.

Legal Liabilities Professional Indemnity (Other Professions)

Exceptions

(continued)

- (5) Claim or loss brought by any entity
 - (a) in which You exercise a controlling interest.
 - (b) which exercises a controlling interest over The Business by virtue of having a financial or executive interest in You.unless such Claim or loss arises from or is caused by a claim made against such entity by an independent third party.
- (6) Claim or loss made against You in Your capacity as a director, officer or trustee unless arising from an alleged breach of professional duty in the conduct of The Business.
- (7) Claim or loss arising directly or indirectly from any plan, programme or scheme established or maintained to provide benefits to You or any Employee.
- (8) Claim or loss arising from or caused by the ownership, possession or use, by You or on Your behalf, of any aircraft, watercraft, hovercraft, motor vehicle or trailer.
- (9) Claim arising directly or indirectly from or caused by
 - (a) the ownership, possession or use, by You or on Your behalf, of any buildings, structures, premises or land or
 - (b) that part of any building leased, occupied or rented by You or
 - (c) any other property (mobile or immobile) belonging to You.
- (10) Claim or loss arising from any dishonest or fraudulent act or omission committed by any person after the discovery, in relation to that person, of reasonable cause for suspicion of any dishonest or fraudulent act or omission.
- (11) Claim or loss arising from any dishonest or fraudulent act or omission unless Your annual accounts are prepared or certified by an independent and properly qualified accountant or auditor.
- (12) defamation unless You can show that it was committed in good faith.
- (13) Claim arising out of liability assumed by You under any contractual agreement
 - (a) whereby You assume a standard of care greater than that reasonably expected of Your profession,
 - (b) by which You warranted or guaranteed a particular outcome,
 - (c) by which You agreed to pay a contractual penalty or liquidated damages in the event of breach,
 - (d) which provides a greater benefit or a longer lasting benefit than that given to the party whom You originally contracted,unless such liability would have attached to You in the absence of the features listed above.
- (14) Claim or loss arising directly or indirectly from or caused by Pollution or Contamination.
- (15) Claim or loss arising directly or indirectly from, or in consequence of, contributed to or aggravated by asbestos in whatever form or quantity, whether alleged or actual.
- (16) Claim or loss arising from any trading losses or trading liabilities incurred by any business managed by or carried on by You.
- (17) liability arising from
 - (a) the defective workmanship of any construction, installation, repair, alteration or maintenance work.
 - (b) any manufacturing defect of any goods or products supplied by You.

Legal Liabilities Professional Indemnity (Other Professions)

Exceptions

(continued)

- (18) Claim arising directly or indirectly from or caused by any work undertaken by You or on Your behalf prior to any Retroactive Date stated in The Schedule.
- (19) Claim or loss where You are entitled to indemnity under any other policy except in respect of any excess beyond the amount which would have been payable under such policy had this policy not been effected.
- (20) Claim, loss or circumstance that might give rise to a Claim which
 - (a) has been notified under any other policy of insurance attaching prior to the inception of this Section.
 - (b) You were or should after reasonable enquiry have been aware of prior to the inception of this Section.
- (21) Claim or loss
 - (a) instituted or pursued in the United States of America, its territories and/or possessions or Canada (including without limitation the enforcement of a judgement or finding of a court or tribunal of another jurisdiction or otherwise),
 - (b) in which it is contended that the laws of the United States of America, its territories and/or possessions or Canada should or do apply,
 - (c) which involves the enforcement or attempted enforcement of a judgement or finding of a court or tribunal of the United States of America, its territories and/or possessions or Canada.
- (22) liability arising directly or indirectly from, or 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 Attack
 - (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.
- (23) Claim, loss or consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - (a) Terrorism
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a).

In any action, suit or other proceedings, where We allege that by reason of this exception any consequence whatsoever resulting directly or indirectly from (a) above regardless of any other contributory cause or event is not covered by this Section, the burden of proving that any consequence whatsoever resulting directly or indirectly from or in connection with (a) above regardless of any other contributory cause or event is covered shall be upon You.

Legal Liabilities Professional Indemnity (Other Professions)

Conditions

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

If in relation to any Claim You fail to fulfil or observe the requirements imposed upon You by conditions (1), (2), or (3), You will lose Your right to indemnity or payment for that Claim.

- (1) If during the Period of Insurance, regardless of any Excess, You
 - (a) receive any Claim, You shall give written notice to Us as soon as practicable
 - (b) become aware of any circumstance that might give rise to a Claim, You 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 been made during the Period of Insurance in which the notice of such circumstance was first received by Us.
 - (c) discover a reasonable cause for suspicion of any dishonesty or fraud on the part of any past or present director, partner, or Employee of Yours, whether giving rise to a Claim or not, You shall give written notice to Us of such discovery as soon as practicable.
 - (d) discover any loss or damage to Documents, You shall give written notice to Us of such discovery as soon as practicable.

Provided always that any such written notice under any part of this condition (1) is received by Us during the Period of Insurance.

Any written notice should be sent to:-

Professional Indemnity Claims

Corporate & Speciality Risk

Aviva

Dixon House, 3rd Floor

1 Lloyd's Avenue

London

EC3N 3DH

Telephone **0845 302 8408**

Fax **0845 302 8409**

Email: **PRCMLS@aviva.co.uk**

- (2) In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, You must not admit liability for or settle any Claim or incur any related costs or expenses without Our written consent.
- (3) In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, We will be entitled, at Our own expense at any time, to take over and conduct in Your name the defence or settlement of any such Claim or circumstance.

If We do take over and conduct the defence or settlement of any such Claim You shall give Us all such information and assistance as We may reasonably require and that is in Your power to provide.

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

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

Legal Liabilities Professional Indemnity (Other Professions)

Conditions

(continued)

- (4) In connection with any Claim, We may at any time pay You the amount of the Limit of Indemnity (after deduction of any sums already paid as damages or claimant's costs and expenses in respect of such Claim) or any lesser amount for which We believe that such Claim can be settled and thereupon We shall relinquish the control of such Claim and be under no further liability in connection therewith except for costs and expenses incurred prior to the date of such payment and for which We may be responsible under this section.
- (5) The Limit of Indemnity and the Excess apply to all of You jointly. If more than one insured is named in The Schedule the total amount We will pay will not exceed the amount we would be liable to pay to any one of You.
- (6) If any settlement is made by Us to You under the terms of this policy, You grant to us all rights of recovery that You would have had against any parties from whom a recovery may be made and You will take all reasonable steps to preserve and not to prejudice such rights.
- (7) If You make any Claim for indemnity under this section knowing the same to be false or fraudulent as regards to the amount or otherwise, this policy shall become void and You shall forfeit all benefit hereunder.
- (8) A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- (9) Where a Claim or loss involves the dishonest or fraudulent act or omission of any former or present partner, director, member, Employee, consultant or sub-contractor
 - (a) You shall at Our request and expense take all reasonable steps to obtain reimbursement from such person,
 - (b) any monies which but for the dishonest or fraudulent act or omission would be due to such persons from You or monies of such persons held by You shall be deducted from any amount payable under this Section,
 - (c) no indemnity in respect of such Claim or loss shall be afforded to any person committing or condoning such dishonest or fraudulent act or omission,
 - (d) nothing herein shall preclude Us from exercising any right of subrogation against any person committing or condoning such dishonest or fraudulent act or omission.
- (10) You shall not be required to contest any legal proceedings unless a Queen's Counsel (to be mutually agreed upon between You and Us) shall advise that such action has a reasonable prospect of success.

Legal Liabilities

Directors and Officers Liability

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.

Bodily Injury	Any injury, death, illness, disease, sickness, psychological injury, emotional distress or nervous shock.
Claim	Any <ol style="list-style-type: none">(1) demand, whether oral or in writing, for damages or compensation or specific non-pecuniary relief(2) notice of intention, whether oral or in writing, to commence civil proceedings including third party proceedings, counterclaim or arbitration proceedings 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.
Company	The limited liability partnership or company named as The Policyholder in The Schedule and any Subsidiary Companies.
Crisis Event	Any <ol style="list-style-type: none">(1) allegations of fraud or corruption against an Insured Person(2) serious injury to an Employee or member of the public(3) resignation or dismissal of members of the Company's main board of directors(4) investigation by any official body or institution that is sanctioned to investigate the Company's affairs where, as a consequence of negative publicity or media attention within the United Kingdom, the commercial success of the Company is at risk.
Defence Costs	<p>The costs and expenses incurred by an Insured Person or the Company in the investigation and defence of any Claim in so far as those costs and expenses have been incurred with Our prior written consent.</p> <p>This definition does not include the Company's management costs or any overtime, wages, salaries or fees of any Insured Person or any of the Company's Employees.</p>
Director	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.
Discovery Period	The period following the expiry of the Period of Insurance during which the Company or Insured Persons may continue to notify Claims or circumstances likely to give rise to a Claim to Us.
Disqualification Proceedings	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.

Legal Liabilities

Directors and Officers Liability

Definitions

(continued)

Employment Wrongful Act	<p>Any error, misstatement, misleading statement, act, omission, neglect or breach of duty actually or allegedly committed or attempted by any Insured Person in their capacities as a Director, Officer or Member, in connection with any</p> <ol style="list-style-type: none">(1) wrongful, unlawful or unfair dismissal, discharge or termination of employment(2) breach of any written or oral employment contract(3) employment-related misrepresentation(4) violation of employment discrimination laws(5) wrongful failure to employ or promote(6) wrongful demotion(7) wrongful disciplinary action(8) wrongful deprivation of a career opportunity(9) failure to grant tenure(10) failure to adopt adequate workplace or employment policies and procedures(11) Retaliation against whistleblowers(12) negligent evaluation of personal performance(13) employment-related invasion of privacy(14) employment-related breach of data protection legislation(15) employment-related libel, slander, humiliation and defamation(16) failure to provide accurate job references.
Excess	<p>The first part of each and every payment in relation to a Claim or Loss which is payable by the Company rather than Us. The amount of the Excess is stated in The Schedule.</p>
Extradition Proceedings	<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.</p>
Formal Investigation	<p>Enquiry or investigation commenced by official notice instituted by statutory, regulatory or professional bodies empowered under statute to investigate The Business of the Company or an Insured Person in their capacity as a Director, Officer or Member of the Company.</p>
Insured Person	<p>Any natural person who is, was or becomes during the Period of Insurance a Director, Officer or Member of the Company.</p>
Legal Representation Expenses	<p>Reasonable and necessary legal representation fees and related professional charges which an Insured Person incurs personally in their representation at a Formal Investigation.</p>
Limit of Indemnity	<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.</p>

Legal Liabilities

Directors and Officers Liability

Definitions

(continued)

Loss	<p>Sums which any Insured Person is legally liable to pay in respect of any</p> <ol style="list-style-type: none">(1) Defence Costs(2) claimant's costs(3) damages awarded by a competent court or tribunal(4) settlements if concluded with Our prior written consent. <p>This definition does not include</p> <ol style="list-style-type: none">(1) civil or criminal fines or penalties imposed by law(2) non compensatory damages including punitive or exemplary damages (other than damages awarded for employment related defamation, libel and slander).
Member	<p>A member of a limited liability partnership formed under the Limited Liability Partnerships Act 2000 or any amendment or re-enactment thereof.</p>
Officer	<p>Any</p> <ol style="list-style-type: none">(1) Employee of the Company whilst acting in a managerial or supervisory capacity(2) Employee of the Company who, whilst acting in such capacity, is joined as a party to any action against any Director, Officer or Member of the Company. <p>This definition does not include any external auditor, liquidator, administrator, receiver or solicitor of the Company.</p>
Outside Entity	<p>An entity other than the Company which is incorporated, registered or domiciled in the United Kingdom and</p> <ol style="list-style-type: none">(1) in which the Company holds any issued share capital, or(2) which is a tax-exempt non-profit organisation, a tax-exempt trade association or a registered charity and(3) which has a positive net worth at the inception of this policy, unless listed by endorsement as an Outside Entity. <p>This definition does not include an entity</p> <ol style="list-style-type: none">(1) which is a financial institution or financial services company, or(2) has any of its securities or equity traded on a primary, secondary or other market.
Outside Entity Director	<p>Any Director, Officer or Member of the Company 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.</p>
Pollution	<p>Any contamination by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring.</p>
Property Damage	<p>The physical damage or destruction or loss of use of any tangible property.</p>
Proposal	<p>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.</p>

Legal Liabilities

Directors and Officers Liability

Definitions

(continued)

Retaliation	An Employment Wrongful Act 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.
Retired Insured Person	Insured Persons who have ceased to act in their insured capacity prior to the expiry of the Period of Insurance for reasons other than (1) disqualification, on grounds relating to fitness or propriety, from holding office or from managing a company (2) a Transaction having taken place.
Shadow Director	A shadow director, as defined in Section 251 of the Companies Act 2006.
Subsidiary Company	Any organisation in which the Company directly or indirectly (1) holds more than 50% of the voting rights, or (2) holds more than 50% of the issued share capital, or (3) has the right to appoint or remove a majority of the board of directors, or (4) has the right to receive at least 50% of the net profits.
Territorial Limits	Territories specified in The Schedule.
Terrorism	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 of persons, or so claimed, in whole or in part for political, religious, ideological or similar purposes.
Transaction	The occurrence of any of the following events (1) the Company ceases to trade, consolidating with or merging into another entity disposing of all or substantially all of its assets, or (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 (3) the Company making a private placement or public offering of its debt securities or equity securities on any security exchange.
United Kingdom	The United Kingdom (including the Isle of Man and the Channel Islands).

Legal Liabilities

Directors and Officers Liability

Definitions

(continued)

Wrongful Act

Any

- (1) breach of duty including fiduciary or statutory duty
 - (2) negligent act, error or omission
 - (3) defamation or libel committed in good faith
 - (4) breach of warranty of authority
 - (5) misstatement or misleading statement not made deliberately or recklessly
 - (6) wrongful trading under s.214 of The Insolvency Act 1986
 - (7) Employment Wrongful Act
- committed by an Insured Person in their capacity as a Director, Officer or Member of the Company within the Territorial Limits.

Cover

(1) Directors and Officers Liability

We will indemnify any Insured Person for Loss arising from a Claim as the result of a Wrongful Act, provided that

- (a) such Claim is first made and notified to Us during the Period of Insurance and
- (b) such Loss is not recoverable by the Insured Person from the Company in which case Cover (2) Company Reimbursement below will apply.

(2) Company Reimbursement

In the event that the Company is required or permitted to indemnify an Insured Person, We will pay on the Company's behalf Loss arising from a Claim as the result of a Wrongful Act, provided that

- (a) such Claim is first made and notified to Us during the Period of Insurance and
- (b) 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.

(3) Spouses, Heirs or Legal Representatives

In the event of an Insured Person's death, incapacity, insolvency or bankruptcy, We will indemnify their lawful heirs, marital spouse, civil partner (as defined in the Civil Partnership Act 2004), 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 such Claim is first made and notified to Us during the Period of Insurance.

(4) Outside Directorships

We will indemnify any Insured Person for Loss arising from a Claim first made and notified to Us during the Period of Insurance, as the result of a Wrongful Act while acting in their capacity as an Outside Entity Director, provided that

- (a) such Loss is not recoverable from any other source, including but not limited to
 - (i) any Directors' and Officers insurance maintained by the Outside Entity,
 - or
 - (ii) any indemnification available from the Outside Entity
- (b) this cover shall not extend to the Outside Entity itself or to any other Director, Officer or Employee of the Outside Entity.

Cover *(continued)*

(5) Claims brought by the Company or an Insured Person

In the event of any action or proceedings being brought by or on behalf of an Insured Person or the Company in respect of a Claim arising from a Wrongful Act, We will provide indemnity for Loss arising from any

- (a) shareholder derivative action
- (b) Claim brought by any Retired Insured Person of the Company
- (c) Claim brought by an Insured Person for contribution or indemnity where such Claim directly results from another Claim already indemnified by this Section
- (d) Claim brought by an administrator, liquidator or receiver appointed to deal with the insolvency of the Company.

(6) Acquisition or Creation of Another Company

We will provide indemnity where the Company establishes or acquires a new Subsidiary Company during the Period of Insurance, provided that the newly established or acquired Subsidiary Company

- (a) is registered and domiciled in the United Kingdom
and
- (b) is not quoted on any stock exchange
and
- (c) 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, the Company must

- (a) give Us written notice of any such events as soon as practicable, together with such additional information as We may require
and
- (b) accept any notified alteration in the terms of this Section
and
- (c) pay any additional premium required by Us.

Unless otherwise agreed, We will only provide indemnity for Loss in respect of Wrongful Acts committed after the date the new or additional Subsidiary Company was established or acquired by the Company. 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.

(7) Bodily Injury / Property Damage Defence Costs

We will pay Defence Costs arising from any Claim for Bodily Injury or Property Damage as the result of a Wrongful Act provided that such Claim is first made and notified to Us during the Period of Insurance.

Our total liability under this Cover during any one Period of Insurance and which is part of and not in addition to the Limit of Indemnity is £250,000 or the Limit of Indemnity, whichever is the lesser.

(8) Pollution Defence Costs

We will pay Defence Costs arising from any Claim for any Pollution as the result of a Wrongful Act provided that such Claim is first made and notified to Us during the Period of Insurance.

Our total liability under this Cover during any one Period of Insurance and which is part of and not in addition to the Limit of Indemnity is £250,000 or the Limit of Indemnity, whichever is the lesser.

Legal Liabilities

Directors and Officers Liability

Cover (continued)

(9) Discovery Period

If this Section is cancelled or expires and is not renewed by either the Company or Us at the end of the Period of Insurance, the Company has a 30 day Discovery Period commencing immediately following the date of cancellation or 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.

If the Company elects to purchase an extended reporting period then the Discovery Period shall be part of and not in addition to the extended reporting period.

(10) Extended Reporting Period

(a) Should We decline to offer any terms for the renewal of this Section or You decline to renew, You are entitled to purchase an extended reporting period on the terms set out below

(i) 12 months for 75% of the last annual premium payable in respect of this Section

(ii) 36 months for 150% 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 30 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

(b) If this Section is neither renewed nor replaced with similar cover You shall be entitled to an extended reporting period of 72 months. 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.

(c) 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 will offer cover on such terms as We may reasonably consider appropriate. The offer of renewal terms and conditions or premiums different from those in effect prior to renewal shall not constitute Us declining to renew.

(d) 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 in (10) (a) and (b) above, then the extended reporting period shall come to an end or, if not yet obtained, cease to be available.

(11) Emergency Defence Costs

If Our prior written consent to incurring Defence Costs on account of a Claim cannot reasonably be obtained, We will provide retrospective approval for defence work performed during the period of 14 days immediately following the date on which the Claim was first made or instituted.

Our total liability under this Cover which is part of and not in addition to the Limit of Indemnity is £10,000 in all any one Period of Insurance.

Our total liability under this Section will not exceed the Limit of Indemnity.

We shall not be liable for the Excess or any lesser amount for which a Claim or Loss may be settled.

Legal Liabilities

Directors and Officers Liability

Additional Cover

In addition to the Limit of Indemnity

(12) Legal Representation Expenses

We will pay on behalf of any Insured Person any reasonable costs and expenses incurred by them for representation at a Formal Investigation during the Period of Insurance.

Provided that

- (a) such costs and expenses are incurred with Our prior written consent and
- (b) the attendance of that Insured Person is required directly in relation to the Formal Investigation and
- (c) the subject of the Formal Investigation may become a Claim under this Section and in respect of which We may be obliged to provide an indemnity under the terms of this Section.

Our total liability under this Cover whether involving one or any number of Insured Persons will not exceed £25,000 in all, any one Period of Insurance.

(13) Crisis Event Management

We will pay on behalf of any Insured Person any reasonable costs and expenses incurred by them for the services of a public relations consultancy due to the occurrence of a Crisis Event, provided that

- (a) such costs and expenses are incurred with Our prior written consent and
- (b) the Crisis Event may become the subject of a Claim under this Section.

Our total liability under this Cover whether involving one or any number of Insured Persons will not exceed £25,000 in all any one Period of Insurance.

(14) Additional Limit for Insured Persons

We will pay an additional indemnity for Loss if the Limit of Indemnity for the Period of Insurance as stated in The Schedule is exhausted, provided that

- (a) further liability shall only be for Loss covered under Cover (1) Directors and Officers Liability and
- (b) We will not provide such indemnity until all other limits written specifically in excess of this Section have been exhausted by payment of matters covered under such insurance.

Our total liability under this cover whether involving one or any number of Insured Persons will not exceed £100,000 in all any one Period of Insurance.

Legal Liabilities

Directors and Officers Liability

Exceptions

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

We will not provide indemnity in respect of

- (1) any Claim arising from proceedings which have been issued prior to, or which are pending at, the prior and pending litigation date stated in The Schedule.
- (2) any Claim or circumstance that might give rise to a Claim
 - (a) which has been notified to and accepted under any other insurance attaching prior to the inception of this Section
 - or
 - (b) against an Insured Person who should after reasonable enquiry have been aware of prior to the inception of this Section.
- (3) any Claim arising directly or indirectly from or in consequence of
 - (a) any dishonest or fraudulent acts or omission by any Insured Person if a court judgement or other final adjudication establishes such dishonest or fraudulent acts or omissions.
 - (b) any Insured Person having gained any personal profit, remuneration or advantage to which they were not legally entitled.
- (4) any Claim for any action or proceedings brought by or on behalf of an Insured Person or the Company other than specifically indemnified under Cover (5) Claims brought by the Company or an Insured Person.
- (5) any Claim for an action brought by or on behalf of any past or present shareholder who had or has direct or indirect ownership of or control over 25% or more of the voting shares or rights of the Company.
- (6) any Claim arising from the provision of, or failure to provide, professional services or professional advice or a breach of any contract for the provision of professional services or professional advice.
- (7) any Claim directly or indirectly arising out of any
 - (a) pension or superannuation scheme
 - (b) health and welfare plan
 - (c) share option scheme or plan
 - (d) other Employee benefit programmeestablished or maintained for the benefit of the Company or the Company's Employees.
- (8) any Claim for Bodily Injury except for the Defence Costs indemnified under Cover (7) Bodily Injury / Property Damage Defence Costs) or any Claim for emotional distress in connection with an Employment Wrongful Act.
- (9) any Claim for Property Damage except for the Defence Costs indemnified under Cover (7) Bodily Injury / Property Damage Defence Costs.
- (10) any Claim for Pollution except for the Defence Costs indemnified under Cover (8) Pollution Defence Costs.
- (11) any Claim concerning
 - (a) the ownership,
 - or
 - (b) the enforcement of any rights associated with ownership (other than specifically indemnified under Cover (5) Claims brought by the Company (a) shareholder derivative actions).

Legal Liabilities

Directors and Officers Liability

Exceptions

(continued)

- (12) any Claim instituted or pursued
 - (a) in the United States of America, its territories or possessions or Canada (including without limitation the enforcement of a judgement or finding of a court or tribunal of another jurisdiction or otherwise)
 - (b) in which it is contended that the laws of the United States of America, its or possessions or Canada should or do apply
 - (c) which involves the enforcement or attempted enforcement of a judgement or finding of a court or tribunal of the United States of America, its territories or possessions or Canada.
- (13) any Claim arising directly or indirectly from an Employment Wrongful Act if the Company is an unincorporated body.
- (14) arising directly or indirectly from The Business in countries outside the Territorial Limits.
- (15) arising from any legal proceedings brought in a court of law outside the United Kingdom or brought in the United Kingdom to enforce a judgement or order made in any court of law outside the United Kingdom.
- (16) any liability in respect of, or in any way connected with asbestos, or any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure to asbestos.
- (17) any Claim 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 Attack.
 - (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.
- (18) arising directly or indirectly from or in consequence of Terrorism.

Claims Conditions

If, in relation to any Claim, the Company fails to fulfil or observe the requirements imposed upon it by conditions (1), (2), or (3) the Company or any Insured Person will lose their right to indemnity or payment for that Claim.

(1) Claims Notification

If during the Period of Insurance, regardless of any Excess, the Company or any Insured Person

- (a) receive any Claim or notice of any Formal Investigation, the Company shall give written notice to Us as soon as practicable
- (b) become aware of any circumstance that might give rise to a Claim or notice of any Formal Investigation, 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 been made during the Period of Insurance in which the notice of such circumstance was first received by Us
- (c) has a reasonable cause for suspicion of any dishonesty or fraud on the part of any Insured Persons, whether giving rise to a Claim or not, the Company shall give written notice to Us of such discovery as soon as practicable, provided always that any such written notice under any part of Claims Condition (1) Claims Notification is received by Us during the Period of Insurance or Discovery Period.

Any written notice should be sent to
The Senior Claims Manager

Aviva Corporate & Speciality Risk, Level 18, St Helens, 1 Undershaft, London EC3P 3DQ
Tel. 0207 157 2569
Email. PRCLMS@aviva.co.uk

Legal Liabilities

Directors and Officers Liability

Claims Conditions (continued)

(2) Admission of Liability

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 any Claim, or incur any related costs or expenses, without Our written consent, except in relation to Cover (14) circumstances where Emergency Defence Costs are utilised.

(3) Claims Control and Subrogation

In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, We will be entitled at Our own expense at any time to take over and conduct in the name of the Insured Person or Company the defence or settlement of any such Claim.

We shall not settle any Claim without the consent of the Insured Persons or the Company. If however the Insured Persons or the Company should 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, incurred with their consent 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 defence or settlement of any such Claim, 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

- (a) 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
- (b) allowing Us to present the best possible defence of a Claim within the time constraints available
- (c) ensuring ready access to all and any information that We may require in the defence of a Claim or investigation of a Loss
- (d) 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.

Conditions

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

(1) Non-Disclosure and Non-Avoidance

Where there has been non-disclosure or misrepresentation of facts or untrue statements in the Proposal and provided that the Company or Insured Persons establish to Our satisfaction that such alleged non-disclosure or misrepresentation of facts or untrue statements were free of any fraudulent intent to deceive We will not exercise Our right to invalidate this policy.

This does not apply to any Claim arising from proceedings which have been issued prior to, or which are pending at, the prior and pending litigation date stated in The Schedule.

In the event of fraudulent misrepresentation or non-disclosure committed by an Insured Person no indemnity will be provided to that Insured Person or any Company which is required or permitted to indemnify that Insured Person. No knowledge possessed by any Insured Person shall be imputed to any other Insured Person.

Legal Liabilities

Directors and Officers Liability

Conditions (continued)

(2) Change of Control – Limited Company

If during the Period of Insurance

- (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
- (b) there is a change in ownership of the controlling interest of the share capital of the Company,
or
- (c) a person or persons acting in concert acquires a majority of the voting rights to appoint or remove members of the Company.

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 became effective.

(3) Change of Control – Specific to Limited Liability Partnerships

If during the Period of Insurance

- (a) the number of Members of the Limited Liability Partnership becomes reduced to 50% or less of the number of Members of the Limited Liability Partnership at the start of the Period of Insurance,
or
- (b) the number of Members of the Limited Liability Partnership at the start of the Period of Insurance is 10 or more and, during the Period of Insurance, that number becomes increased by 100% or more

the Limited Liability Partnership must give written notice of that reduction or increase, and such information as We may require, to Us within 90 days following the time when that reduction or increase is reached. We shall have the right to amend the terms of this Cover, including charging an additional premium and including terminating cover, but only with effect from 90 days after the time when that reduction or increase occurs.

(4) Excess Waiver

We will refund 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.

(5) Allocation

We will do all that is reasonably required to determine a fair and equitable allocation between any Loss which is indemnified and any other losses or costs which are not indemnified under this Section taking into account the relative legal liability of each party involved.

If We and the Company cannot agree on a fair and equitable allocation with the Company or the Insured Person, then the issue will be referred to a senior barrister (to be mutually agreed upon by the Insured Person, the Company and Us) for arbitration whose decision shall be based on the same principle as above and binding on all parties.

(6) Authorisation

The Company shall act on behalf of any Insured Person or any other persons who may be entitled to indemnity under this Section in respect of the

- (a) notification of any Claims in accordance with Claims Conditions (1), (2) and (3)
- (b) payment of premiums or the receiving of any return premiums that may become due under this Section
- (c) negotiation, agreement to and acceptance of renewal terms and endorsements applying to this Section.

Legal Liabilities

Directors and Officers Liability

Conditions (continued)

(7) Severability of Exceptions

For the purposes of determining whether an exception applies, no fact pertaining to the conduct of any Insured Person shall be imputed to any other Insured Person.

(8) Limit of Indemnity

A separate aggregate Limit of Indemnity applies to this Section. We have no liability in excess of this Limit of Indemnity regardless of the number of Insured Persons or Companies or Claims made during the Period of Insurance or Discovery Period, save the circumstances stated in the Additional Cover.

(9) Interrelated Claims

All Claims or Losses arising directly or indirectly from one source or originating cause shall be treated for the purposes of the Limit of Indemnity as a single Claim or loss.

(10) Contracts (Rights of Third Parties)

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.

(11) Liquidation

In the event of the Company's liquidation, this Section shall remain in force until the expiry date of the Period of Insurance. We will continue to provide indemnity but only in respect of any Claim as the result of a Wrongful Act prior to the date of liquidation.

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

- (a) resolution for voluntary liquidation is passed by the Company,
- or
- (b) a petition for compulsory liquidation is presented to the relevant authority.

(12) Other Insurances

If an Insured Person or the Company is, or would be but for the existence of this Section, entitled to indemnity 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 policy not been effected.

(13) Policy Disputes

In the event of any dispute, the law of England and Wales and the courts of England and Wales will have exclusive jurisdiction for hearing and determining any litigation arising out of or in connection with this Section.

Employee Benefits Personal Accident

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.

Accidental Bodily Injury

- (1) injury caused by accidental and/or violent means
- (2) exposure occurring within 24 months from the date of the accident by which such injury is caused.

Gross Wages

The Insured Person's wages plus the average annual overtime/commission/bonus payments received in the three years immediately preceding the date of accident (all prior to deductions) or for weekly paid employees 52 times the Insured Person's weekly wage plus the average weekly overtime/commission/bonus payments received in the 156 weeks immediately preceding the date of accident (all prior to deductions).

Insured Journey

Any authorised journey in connection with The Business which begins during the Period of Insurance and

- (1) starts from the time the Insured Person leaves their home or, if later, their place of business to travel within the Geographical Limits stated in The Schedule and
- (2) continues during the entire period of the journey and
- (3) terminates at the time of return to their home, or if earlier, their place of business.

If the Insured Journey is solely within the United Kingdom, cover will only be operative only if the journey involves an air flight and/or overnight stay away from home.

Any period of holiday which is purely ancillary to the Insured Journey shall be deemed to be included within the period of the Insured Journey provided that it is otherwise within the period set out above.

Insured Person

- (1) You
 - (2) any director of Yours, or partner, or proprietor of The Business
 - (3) any Employee of Yours under a contract of employment with You
- aged 80 or under.

Loss of Limb

Shall mean in respect of

- (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
- (2) a leg – physical severance at or above the level of the ankle (talo-tibial joint)

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).

Employee Benefits Personal Accident

Definitions (continued)

Terrorism

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.

Cover

We will pay compensation to You or Your personal representatives for Accidental Bodily Injury to an Insured Person occurring during the Period of Insurance which, solely, directly and independently of any other cause, results in any of the following Contingencies

- (1) death
- (2) total and permanent loss of sight in one or both eyes and/or total and permanent loss of hearing in one or both ears
- (3) loss of one or more limbs
- (4) any other total and permanent disablement which lasts without interruption for more than 12 months from the date of the accident and prevents the Insured Person from pursuing any occupation
- (5) temporary total disablement which prevents the Insured Person from pursuing their normal occupation
- (6) temporary partial disablement which prevents the Insured Person from pursuing a substantial part of their normal occupation.

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

The amount of compensation payable to You for any Insured Person shall be the amount as stated in The Schedule for that category of Insured Person.

Clauses

The following clauses apply to this Section.

(1) Amounts Payable

We will pay

- (a) the compensation stated in The Schedule with weekly benefit being paid at four weekly intervals
- (b) compensation under contingencies (5) and/or (6) for a maximum of two years from the date that the disablement started
but where We pay compensation under any of contingencies (1) to (4)
 - (i) any weekly benefit being paid for the same injury will stop
 - (ii) this insurance will end for the Insured Person.

We shall not be liable for any amount in excess of the maximum accumulation limit of £1,000,000 in respect of any one accident. If the aggregate amount of all benefits payable exceeds the maximum accumulation limit, the benefit payable to each Insured Person shall be proportionately reduced until the total of all benefits does not exceed the maximum accumulation limit.

Employee Benefits Personal Accident

Clauses *(continued)*

(2) Disappearance

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, that person will be presumed to have died.

However, You will repay any compensation if the Insured Person is found to have been alive or is found alive.

(3) Medical Evidence

- (a) We may, at Our expense, arrange for an Insured Person to undergo
 - (i) a medical examination
 - or
 - (ii) a post mortem examination
- (b) You or Your legal representative will supply to Us, at Your expense, any
 - (i) certificate
 - (ii) information
 - (iii) evidencein the format We require.

(4) Medical Expenses

When We pay compensation under contingencies (5) or (6), We will also pay up to 30% of this amount in respect of medical expenses incurred, subject to a maximum of £10,000 in respect of any one Insured Person.

(5) Gross Wages

Where compensation is on a wages basis, the amount payable shall be the average weekly wage

- (a) in the 12 week period before the date of the Accidental Bodily Injury
- or
- (b) any shorter period if the Insured Person has been employed by You for less than 12 weeks.

We will not include overtime, commission or bonus payments unless these are guaranteed.

Exceptions

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

We will not pay compensation for Accidental Bodily Injury directly or indirectly caused by

- (1) (a) the Insured Person suffering from any disability due to a gradually operating cause
- (b) suicide or attempted suicide
- (c) deliberate exposure to danger (except in an attempt to save human life)
- (d) the Insured Person's own criminal act
- (e) the Insured Person being in a state of insanity
- (f) flying or other aerial activities (except while travelling as a passenger by a recognised airline)
- (g) pregnancy or childbirth

Employee Benefits Personal Accident

Exceptions (continued)

- (2) an Insured Person practising for or taking part in
 - (a) mountaineering or rock climbing requiring use of ropes or guides
 - (b) pot-holing
 - (c) winter sports
 - (d) any kind of racing (except foot races)
 - (e) speed or time trials
 - (f) naval military or air force service or operations
- (3) the effects of alcohol or drugs (other than drugs prescribed by a doctor)
- (4) any treatment for drug addiction
- (5) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - (a) Terrorism
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except as stated in **Special Provision – Terrorism** below

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (5)(a) and/or (5)(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) the burden of proving that any such consequence is covered (or is covered beyond that limit) under this Section shall be upon You.

Special Provision – Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (5)(a) and (5)(b) above shall apply to this Section provided that the total amount payable in respect of all losses arising out of any one occurrence shall not exceed the lesser of

- (i) any limits, amounts payable or maximum accumulation stated in The Schedule,
- or
- (ii) £1,000,000

In the event of a claim exceeding the total amount payable under this **Special Provision – Terrorism** Our liability in respect of each Insured Person claimed for shall be proportionately reduced until the total does not exceed such total amount payable.

Endorsements and Conditions

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

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

Index Linking

At renewal, where it is stated in The Schedule that index linking applies, the estimates upon which the premium is based will be adjusted for movements in The Average Earnings Index issued by the relevant government department or any alternative index specified by Us in Our reasonable opinion.

In the event of a negative index We will retain Your existing estimates, unless You advise Us otherwise.

Employee Benefits Business Travel

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.

Accident/ Accidental	Sudden, violent, external, unforeseen and identifiable event.
Accidental Bodily Injury	(1) Injury caused by Accidental and/or violent means (2) exposure.
Baggage and/or Personal Belongings	(1) The property of the Insured Person or within their personal custody and control not being Your property or otherwise used for the purposes of The Business and (2) normally carried on or about the person in the course of travel on an Insured Journey.
Emergency Travel Expenses	The additional cost of transport, accommodation and Repatriation necessarily incurred upon medical advice in respect of the Insured Person or any relative or friend of the Insured Person who has necessarily to travel and/or remain with or escort the Insured Person or in the case of death, funeral expenses (including the cost of transporting the body or ashes to the deceased's country of normal residence or at Our discretion such other country requested by the personal representatives of the deceased).
Geographical Limits	(1) Europe – The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Lichtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbis, Switzerland and Turkey (West of the Bosphorus). (2) USA – North America and Canada. (3) Worldwide – anywhere in the world other than Europe or USA.
Hijack	Unlawful seizure or unlawful control of an aircraft or other conveyance in which the Insured Person is travelling as a passenger.
Hospital	(1) A National Health NHS Trust (2) A registered private hospital or establishment licensed by a recognised body for (a) medical diagnosis and treatment (b) undertaking surgical operations (c) care of injured or sick persons by or under the supervision of a staff of medical practitioners.
Insured Journey	Any authorised journey in connection with The Business which begins during the Period of Insurance and (1) starts from the time the Insured Person leaves their home or, if later, their place of business to travel within the Geographical Limits stated in The Schedule and (2) continues during the entire period of the journey and (3) terminates at the time of return to their home, or if earlier, their place of business.

Employee Benefits Business Travel

Definitions

(continued)

If the Insured Journey is solely within the United Kingdom, cover will only be operative only if the journey involves an air flight and/or overnight stay away from home.

Any period of holiday which is purely ancillary to the Insured Journey shall be deemed to be included within the period of the Insured Journey provided that it is otherwise within the period set out above.

Insured Person

- (1) You
- (2) Any director of Yours, or partner, or proprietor of The Business
- (3) Any Employee of Yours under a contract of employment with You
- (4) Any accompanying spouse or partner aged 80 or under.

Repatriation

With prior approval from Us and due solely to medical reasons, the return of the Insured Person to

- (1) the United Kingdom
or if different
- (2) their normal country of residence

by normal scheduled airlines, air ambulance or other suitable means of transport.

Terrorism

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)

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.

United Kingdom

England, Scotland, Wales, Northern Ireland and the Isle of Man.

Cover

Contingency 1 – Medical Expenses

We will indemnify You in respect of

- (1) Emergency Travel Expenses
- (2) medical expenses

necessarily incurred

- (a) as a result of the Insured Person sustaining Accidental Bodily Injury or contracting sickness during the course of an Insured Journey outside
 - (i) England, Wales, Scotland, Northern Ireland and the Isle of Man,
or if different
 - (ii) the Insured Person's normal country of residenceand
- (b) within 24 months of such Accidental Bodily Injury or sickness.

The maximum We will pay in respect of any one claim is the limit shown in The Schedule.

Automatic Extensions

Emergency Medical Expenses

The Emergency Medical Assistance service is operated by a specialist emergency assistance organisation whose details are advised to You and will advise on and, where appropriate, arrange all medical treatment, travel and accommodation covered under Contingency 1 – Medical Expenses. The Emergency Assistance Organisation's experienced multi-lingual staff will deal with enquiries and will ensure that where necessary

- (1) hospitals are contacted and any necessary fees guaranteed
- (2) multi-lingual staff are used to converse with doctors and hospitals overseas in their own language
- (3) medical advisers are consulted at the outset for their views on the possibility of arranging Repatriation and the best method of transportation to be adopted
- (4) the patient will be escorted by a medical attendant
- (5) assistance is provided upon arrival in the United Kingdom
- (6) arrangements are made for other Insured Persons to travel home
- (7) arrangements are made for the outward and return journeys for the next of kin or other nominated person to a sick or injured Insured Person.

Provided medical treatment, travel or accommodation has been arranged by the Emergency Assistance Organisation We will pay all associated costs incurred on behalf of the Insured Person.

We will not pay any costs which are not covered under Contingency 1 – Medical Expenses.

Condition

If We incur costs as a result of advice or assistance being provided or the settlement of any expenses being made in good faith by the Emergency Assistance Organisation to any person who is not insured under this policy, You shall reimburse Us in respect of such costs and expenses.

Hospital Expenses

In the event that an Insured Person is admitted as a Hospital in-patient outside of the United Kingdom We will pay You on behalf of the Insured Person £25 for each complete 24 hour period that the Insured Person spends as an in-patient up to a maximum of £5,000.

Replacement Personnel

In the event that Repatriation of the Insured Person is necessary as a result of circumstances giving rise to payment of benefit under Contingency 1 – Medical Expenses and it is necessary for You to provide one or more replacement personnel We will indemnify You in respect of the necessary costs incurred in transporting the replacement personnel up to a maximum of £10,000 in total for one claim.

Employee Benefits Business Travel

Exceptions

The following exceptions apply to Contingency 1 in addition to the Section Exceptions and the Policy Exceptions at the back of this policy.

We will not indemnify You in respect of

- (1) the first £25 of each and every claim for each Insured Person except for Emergency Medical Expenses
- (2) any claim resulting from
 - (a) Accidental Bodily Injury sustained or sickness contracted by any person aged over 80 years old
 - (b) the Insured Person engaging in or taking part in naval military or air force service or operations or whilst hunting on horseback or whilst riding or driving in any kind of race or flying other than as a passenger by recognised airlines or any fully licensed standard type multi-engined aircraft operated by a recognised air charter company
 - (c) medical expenses incurred when the specific purpose of the journey is for the Insured Person to receive medical treatment or advice
 - (d) medical expenses incurred following the Insured Person's return to the United Kingdom or normal country of residence if different
 - (e) the Insured Person being under the influence of or being directly or indirectly affected by alcohol or drugs or any condition thereby aggravated other than drugs taken under the direction of a registered medical practitioner (other than for the treatment of drug addiction)
 - (f) suicide, attempted suicide or intentional self-injury by the Insured Person or from deliberate exposure to danger (except in an attempt to save human life) or from the Insured Person's own criminal act or Accidental Bodily Injury sustained whilst the Insured Person is in a state of insanity
 - (g) the Insured Person travelling against the advice of a medical practitioner
 - (h) the Insured Person giving birth or pregnancy of the Insured Person within eight weeks of the most recently advised expected date of confinement.

Contingency 2 – Baggage and/or Personal Belongings

In the event of the Insured Person suffering loss of or damage to Baggage and/or Personal Belongings during an Insured Journey We will indemnify You or an Insured Person in respect of loss of or damage up to the limit shown in The Schedule for any one claim.

Provisions

- (1) We shall be entitled in the event of a loss and at Our sole option to replace any article lost (whether wholly or in part) or to pay cash therefore not exceeding in any event the insured value thereof.
- (2) The maximum amount payable in respect of any one unspecified item will be £1,000 or 50% of the total sum insured whichever is the lower.
- (3) Total loss or destruction of an insured item shall be dealt with on a full replacement basis for any unspecified item. There will be no reduction for wear and tear and depreciation.

Employee Benefits Business Travel

Automatic Extension

Temporary Loss

In the event of an Insured Person being temporarily deprived of their Baggage and/or Personal Belongings for at least four hours from the time of arrival at their destination during an Insured Journey, We will reimburse You or the Insured Person in respect of emergency and necessary purchases subject to a maximum of £750 for any one claim.

Any such payment will be deducted from any benefit payable for total loss or subsequent damage to Baggage and/or Personal Belongings where temporary deprivation proves to be permanent.

We will not indemnify You in respect of

- (1) the first £25 of each and every claim for each Insured person, except when the claim is for temporary loss of Baggage and/or Personal Belongings on an outward journey
- (2) any claim resulting from
 - (a) breakage of articles of a brittle nature unless caused by an accident to the conveyance in which the article is being carried
 - (b) moth or vermin or gradual deterioration
 - (c) wear and tear (this does not apply to the loss of or damage to any item resulting from wear and tear to a clasp setting or other fastening to a carrier or container)
 - (d) loss of cash, bank or currency notes, cheques, postal orders, travellers cheques, travel tickets or coupons with distinct monetary value
 - (e) loss or damage caused by delay, detention or confiscation by order of any Government or Public Authority
 - (f) loss which is not reported to the local police or appropriate authorities within 24 hours of its discovery and a written report obtained (in the case of an airline the Insured Person will need to obtain a property irregularity report)
 - (g) loss or damage resulting from pressure in an aircraft cargo hold
 - (h) theft or attempted theft of Baggage and/or Personal Belongings from any Unattended Vehicle unless all doors, windows and other points of access have been locked where locks have been fitted and all manufacturers' security devices have been put into effect and the keys have been removed from any Unattended Vehicle and the Baggage and/or Personal Belongings have been placed out of sight or in a locked boot.

Condition

The Insured Person must take all reasonable care to avoid loss or damage to their Baggage and/or Personal Belongings.

Contingency 3 - Money

In the event of the Insured Person suffering the loss of cash, bank or currency notes, cheques, postal orders, travellers cheques, travel tickets or coupons having distinct monetary value

- (1) during the course of an Insured Journey or
- (2) occurring during the 120 hours immediately prior to such journey or the 120 hours following such journey if obtained for the purposes of undertaking the Insured Journey and in the custody and control of the Insured Person.

We will indemnify You or the Insured Person in respect of such loss up to the limit shown in The Schedule for any one claim.

Provision

The maximum We will pay in respect of cash, bank or currency notes being carried at any one time shall be limited to £1,000.

Automatic Extensions

Fraudulent Use of Credit Cards

If You or the Insured Person sustains financial loss as a direct result of a credit, charge, debit or bankers card being lost or stolen during an Insured Journey and it being fraudulently used by someone other than the Insured Person, We will indemnify You or the Insured Person for such loss up to a maximum of £500 for any one Insured Journey provided that You or the Insured Person has fully complied with all terms and conditions under which such card has been issued.

Emergency Passport Expenses

If the Insured Person sustains

- (1) loss of or damage resulting in any visa and/or passport required for an Insured Journey becoming void during the course of the Insured Journey We will indemnify You on behalf of the Insured Person in respect of fees charged by the appropriate consular visa and/or passport office for any additional travel or accommodation expenses in obtaining any official or temporary travel documents or replacement visa and/or passport up to a maximum of £1,000 for any Insured Journey

or

- (2) theft of any visa and/or passport within seven days prior to the proposed departure date of an Insured Person We will indemnify You on behalf of the Insured Person for any additional accommodation and/or travel expenses necessarily incurred prior to the proposed departure date by the Insured Person or nominated representative in travelling to and obtaining replacement documents at the nearest issuing office from which a replacement can be obtained subject to a maximum of £750 for any claim

We will not indemnify You in respect of

- (1) the first £25 of each and every claim for each Insured Person
- (2) any claim resulting from
 - (a) delay, confiscation, errors or omissions in receipts of payment, accountancy or depreciation in value
 - (b) loss which is not reported to the local police or appropriate authorities within 24 hours of its discovery and a written report obtained (in the case of an airline the Insured Person will need to obtain a property irregularity report).

Condition

The Insured Person shall take all reasonable care in avoiding any loss.

Employee Benefits Business Travel

Contingency 4 - Cancellation, Curtailment or Change of Itinerary

In the event of the necessary and unavoidable cancellation, curtailment or change of itinerary of an Insured Journey

- (1) following the death, Accidental Bodily Injury or sickness of
 - (a) the Insured Person, business colleague (with whom the Insured Person intended to travel) or business contact for the purpose of the Insured Journey
 - (b) the Insured Person's legal or common law spouse or partner, daughter, son, sister, brother, mother, father, mother-in-law, father-in-law, grandparent, grandchild, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-brother, step-sister, fiancée or fiancé,or
- (2) as the result of
 - (a) the death of a close friend of the Insured Person
 - (b) the Insured Person attending compulsory, quarantine, witness call or jury service
 - (c) the Insured Person's place of residence being subject to physical loss or damage within 10 days of the proposed commencement of the Insured Journey and the Insured Person being unable to adequately secure the residence prior to the commencement of such Insured Journey
 - (d) the Insured Person's presence being required by the police following physical loss or damage or theft or attempted theft at the Insured Person's place of residence or place of employment
 - (e) cancellation or curtailment of scheduled public transport services consequent upon strike, riot, civil commotion, inclement weather or mechanical breakdown

We will reimburse You or the Insured Person in respect of all non-recoverable deposits, advance payments and other charges paid or due to be paid by You or the Insured Person for travel and/or accommodation in respect of the proposed Insured Journey up to the limit shown in The Schedule for any one claim.

We will not indemnify You in respect of any claim resulting from

- (1) the Insured Person or the Insured Person's business colleague on the Insured Journey travelling or planning to travel against the advice of a registered medical practitioner
- (2) any circumstances under (1) (b) where any medical condition from which the relevant person is known by the Insured Person to be suffering at the commencement of the Insured Journey or if earlier the date of cancellation or date of curtailment or change of itinerary. This exception shall not apply if such condition has been without the necessity of professional treatment or consultation in the 12 months immediately prior to such date
- (3) the death or Accidental Bodily Injury or sickness of any person aged over 80 years
- (4) childbirth or pregnancy where the cancellation, curtailment or change of itinerary occurs within eight weeks of the most recently advised expected date of medical confinement
- (5) the Insured Person deciding not to travel or, if on an Insured Journey, deciding not to continue to travel
- (6) any Insured Journey cancelled or curtailed where the Foreign and Commonwealth Office (FCO) advice at the time the trip was booked is "against all travel to" the chosen destination.

Employee Benefits Business Travel

Contingency 5 - Travel Delay and Missed Departure

Part A – Travel Delay

If the outward or homeward departure of an aircraft, train, coach or sea vessel in which the Insured Person has booked to travel is delayed for at least 12 hours from the departure time indicated by the carrier due to strike, industrial action, adverse weather conditions, mechanical breakdown or structural defect affecting that aircraft, train, coach or sea vessel, We will compensate You by the amount of £50 for the first complete four hours delay and £50 for each complete four hours delay thereafter but not exceeding the amount paid in respect of fares for such delayed travel or £250 whichever is the lesser.

We will not indemnify You in respect for any claim resulting from

- (1) the failure of the Insured Person to check-in not later than the time indicated by the carriers
- (2) the failure of the Insured Person to obtain written confirmation from the carriers or their handling agents of the number of hours delay and the reason for the delay
- (3) the withdrawal from service, temporarily or otherwise, of any aircraft, train or sea vessel on the orders or recommendation of the manufacturer, the civil aviation authority, a port authority or any other similar body in any country
- (4) the failure of the Insured Person to accept alternative equivalent means of transport within the period of delay where there is offered on reasonable terms in lieu of the original mode of conveyance
- (5) strike, labour dispute or industrial action which existed or the possibility of which existed and for which advance warning had been given prior to the date on which the Insured Journey was booked
- (6) delay where compensation is recoverable from the airline or other carrier.

Part B – Missed Departure

If the bus, rail, water or air transport on which an Insured Person is travelling fails to deliver the Insured Person to the departure port, station or airport in time to board the sea vessel, train or aircraft on which the Insured Person is booked to travel, We will pay up to £500 in respect of the reasonable cost of additional accommodation and transport expenses necessarily incurred to transport the Insured Person to the Insured Person's first destination outside the United Kingdom, provided that the Insured Person has taken all reasonable steps to complete the journey to the final United Kingdom departure port or airport on time.

We will not indemnify You in respect of any claim resulting from

- (1) strike, industrial action, riot or civil commotion which was in existence or for which a warning had been given prior to the date of departure
- (2) the failure of the Insured Person to obtain written confirmation from the carriers or their handling agents of the reason for the missed departure
- (3) withdrawal from any service, temporarily or otherwise, of any aircraft, train or sea vessel on the orders or recommendation of the manufacturer, the civil aviation, a port authority or any other similar body in any country.

Contingency 6 – Hijack

In the event of the conveyance in which the Insured Person is travelling being subject to Hijack during an Insured Journey and the Insured Person being detained as a result for a period in excess of 24 hours, We will pay £250 to You on behalf of the Insured Person for each complete 24 hour period of detention up to a maximum of 50 consecutive 24 hour periods.

Contingency 7 – Personal Liability

We will indemnify the Insured Person for sums which the Insured Person shall become legally liable to pay as damages and the Insured Person's proper costs and expenses in respect of Accidental death or bodily injury to any other person or accidental loss of or damage to material property of any other person.

All costs and expenses incurred with Our written consent in respect of any claims against You shall be payable in addition, notwithstanding that Our total liability does not exceed the limit shown in The Schedule.

We will not indemnify the Insured Person in respect of

- (1) Accidental death or bodily injury sustained by any member of the Insured Person's family or any person who is under a contract of service with You and which arises out of and in the course by You or liability arising in connection with any business profession or occupation
- (2) liability for loss of or damage to property belonging to or in the custody or control of the Insured Person their family or of any servant or agent of the Insured Person or liability arising out of the ownership, possession or use by the Insured Person or any land or buildings
- (3) liability assumed by the Insured Person by agreement unless such liability would have attached to the Insured Person in the absence of such agreement
- (4) liability in respect of any wilful or malicious act
- (5) any liability which is the result of any claim resulting from the transmission of any communicable disease or virus

Provision

Our liability under this Contingency for all damages, including interest, payable by the Insured Person to any claimant or number of claimants in respect of any one occurrence or all occurrences or a series arising out of one original cause shall not exceed the limit shown in The Schedule.

Conditions

The following conditions apply to Contingency 7 – Personal Liability in addition to the Policy Conditions at the back of this policy.

- (1) The Insured Person shall give immediate notice to Us of any occurrence for which there may be liability and shall provide Us with such particulars and information We may require and shall forward to Us immediately on receipt every letter, writ, summons, and process and shall advise Us in writing immediately the Insured Person has knowledge of any impending prosecution inquest for fatal inquiry in connection with the said occurrence.
- (2) You must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without Our written consent.
- (3) We shall be entitled, at Our discretion, to take over and conduct in the name of the Insured Person the defence or settlement of any claim and to prosecute at Our own expense and for Our own benefit any claim for indemnity or damages against any other persons and the Insured Person shall give all information and assistance required.
- (4) We may at any time, at Our sole discretion, pay to the Insured Person the sum insured stated in this Contingency in respect of any occurrence or any lesser sums for which the claim or claims arising from such occurrence can be settled and We shall not be under any further liability in respect of that occurrence except for the payment of costs and expenses of litigation incurred prior to such payment.
- (5) In the event of a claim or series of claims resulting in a liability of the Insured Person to pay a sum in excess of the sum insured stated in this Contingency Our liability for such costs and expenses shall not exceed an amount being in the same proportion as Our payments to the Insured Person bears to the total payment made by or on behalf of the Insured Person in settlement of the claim or claims.

Exceptions

The following exceptions apply to this Section in addition to the Policy

Exceptions at the back of this policy.

We will not indemnify You in respect of any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- (1) Terrorism
- (2) any action taken in controlling, preventing, suppressing or in any way relating to (1) above

except as stated in **Special Provision – Terrorism** below.

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (1) and/or (2) 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) You will have to prove that any such consequence is covered (or is covered beyond that limit of liability) under this Section.

Special Provision – Terrorism

Subject otherwise to the terms, conditions, exceptions and exclusions of the policy

- (a) except as provided for in (b) below neither of the exclusions in (1) and (2) above shall apply to this Section provided that the total amount payable in respect of all losses arising out of any one occurrence shall not exceed the lesser amount of
 - (i) any limits, amounts payable or maximum accumulation stated in The Schedule
 - or
 - (ii) £1,000,000.
- (b) the exclusions in (1) and (2) above shall apply to these covers if
 - (i) the Terrorism directly or indirectly utilises nuclear and/or chemical and/or biological and/or radiological means
 - (ii) the Terrorism results in harm or damage to life or to property of a nuclear and/or chemical and/or biological and/or radiological nature.

In the event of a claim exceeding the total amount payable under this **Special Provision – Terrorism** Our liability in respect of each Insured Person claimed for shall be proportionately reduced until the total does not exceed such total amount payable.

Policy Conditions

Policy Conditions

All of the following Policy Conditions apply in addition to the conditions contained in each Section of the policy.

(1) Alteration of Risk

If

- (a) there has been any alteration to the Property Insured and/or The Premises and/or The Business after the effective date of this insurance which increases the risk of loss, destruction, damage, accident or injury
- or

- (b) Your interest ceases except by will or operation of law

We will at Our option avoid the policy from the date of such alteration or when Your interest ceases, unless We accept the alteration.

(2) 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.

(3) Cancellation

- (a) You may cancel this policy at any time after the date We have received the premium, by providing 30 days notice in writing to Us.
- (b) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in your Aviva credit agreement.

If Your policy is cancelled under (a) or (b) above, and provided that there have been no:

- (i) claim(s) made under the policy for which We have made a payment
- (ii) claim(s) made under the policy which are still under consideration
- (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.

- (c) 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.
- (d) We may also cancel this policy at any time by sending not less than 30 days notice in writing to Your last known address.

We will refund a proportionate part of the premium for the unexpired period provided that there have been no:

- (i) claim(s) made under the policy for which We have made a payment
- (ii) claim(s) made under the policy which are still under consideration
- (iii) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to Us

during the current Period of Insurance.

Policy Conditions

Policy Conditions (continued)

(4) 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

- (a) tell Us immediately of any event or occurrence which may result in a claim.
- (b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves.
- (c) at Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury, including the amount of the claim within
 - (i) 30 days
 - or
 - (ii) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious personsof You becoming aware of the event or occurrence, or such further time that We may allow.
- (d) provide Us with all information and help We require in respect of the claim.
- (e) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy.
- (f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.
- (g) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

(5) Contribution

Applicable to Employers' Liability Section and Public and Products Liability Section

- (a) 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 all other Sections insured by this Policy

- (b) 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.
- (c) 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.
- (d) 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.

Policy Conditions

Policy Conditions (continued)

(6) Discharge of Liability

We may at any time pay

- (a) the Limit of Indemnity,
or
- (b) the Sum Insured
or
- (c) a smaller amount for which a claim can be settled
after deduction of any sum already paid.

We will not make any further payment except for costs and expenses incurred prior to the payment of the claim.

(7) Fraud

- (a) If a claim made by You or anyone acting on Your behalf, or any person claiming to be indemnified, is fraudulent or exaggerated, whether ultimately material or not
or
- (b) (i) if a false declaration or statement is made
or
(ii) if a fraudulent device is used
in support of a claim

We may at Our option

- (i) avoid the policy from the inception of this insurance
or
- (ii) cancel the policy from the date of the claim or alleged claim and repudiate the claim
or
- (iii) repudiate the claim.

(8) Identification

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

(9) Non Disclosure, Misrepresentation or Misdescription

We will avoid this policy if there has been any misrepresentation, misdescription or failure to disclose any material fact by You or anyone acting for You.

(10) Reasonable Precautions

You must

- (a) maintain The Premises, machinery, plant and equipment in a satisfactory state of repair.
- (b) take all reasonable precautions to prevent
 - (i) loss, destruction or damage to the Property Insured
 - (ii) accident or injury to any person or loss, destruction or damage to their property.
- (c) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner.
- (d) keep books with a complete record of purchases and sales.

(11) Reinstatement

When We decide, or are required to reinstate or replace any property, You will at Your expense provide

- (a) plans
- (b) documents
- (c) books
- (d) information

which We require.

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of one item is the Limit of Indemnity or Sum Insured for that item.

Policy Conditions

Policy Conditions (continued)

(12) Subrogation

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

- (a) enforce a right or remedy
or

- (b) obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

(13) Index Linking

- (a) Renewal.

Where it states in The Schedule that index linking applies, the amounts insured will be adjusted for movements in the following indices or any alternative index specified by Us in Our reasonable opinion

- (i) any buildings and tenants improvements item

The General Building Cost Index issued by the Building Cost Information Service of the Royal Institution of Chartered Surveyors.

- (ii) other items

The Producer Price Index for Home Sales of Manufactured Products issued by the relevant government department.

In the event of a negative index We will retain Your existing amounts insured, unless You advise Us otherwise.

- (b) Claims.

These adjustments will continue during the

- (i) Period of Insurance
- (ii) period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.

(14) Long Term Undertaking

Where a Section is stated in The Schedule to be subject to a Long Term Undertaking a discount of 5% under that Section is allowed in consideration of You having provided an undertaking with effect from the date stated in The Schedule to offer annually for a period of three years the insurance under the Section on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premiums annually in advance, it being understood that:

- (a) We will be under no obligation to accept an offer made in accordance with such an undertaking
- (b) the Sums Insured may be reduced at any time to correspond with any reduction in value or reduction in The Business.

The discount does not apply to any inspection fees charged under the Engineering Section of this policy.

The above mentioned undertaking applies to any policy which may be issued by Us in substitution for this policy and the same discount shall be allowed.

Policy Conditions

Policy Conditions (continued)

(15) Subjectivity

At the inception of or during each Period of Insurance, the insurance provided by this policy may be subject to You

- (a) (i) providing Us with any additional information
- (ii) completing any actions agreed between You and Us
- (iii) allowing Us to complete any actions agreed between You and Us.
- (b) If required by Us, allowing Us access to The Premises and/or The Business to carry out survey(s) and Your compliance with any risk improvements identified.

If this is the case, then The Schedule will clearly state the information required and/or the actions to be completed and the dates We require such information or the actions to be completed by.

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

- (i) modify Your premium,
- (ii) amend the terms and conditions of this policy,
- (iii) require You to make alterations to The Premises and/or to comply with any risk improvements identified,
- (iv) exercise Our right to cancel Your policy under Policy Condition (3) Cancellation,
- (v) leave the policy terms, conditions, and premium unaltered.

If We proceed with any of (i) (ii) and (iii) above, You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.

Policy Exceptions

Exceptions

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

We will not indemnify You in respect of

- (1) any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
 - (a) (i) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 - (ii) mutiny or military uprising, martial law
 - (b) nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to (1) (a) and/or (1) (b) above.

However,

- (1) exception (1) (a) (ii) shall only apply in respect of the following Sections, when insured by this policy
 - (a) Property Damage – Specified Contingencies
 - (b) Property Damage – All Risks
 - (c) Theft
 - (d) Computer
 - (e) Electronic Equipment
 - (f) Business All Risks
 - (g) Goods in Transit
 - (h) Money and Assault
 - (i) Glass
 - (j) Engineering
 - (k) Contract Works
 - (l) Business Interruption
 - (m) Book Debts
 - (n) Loss of Licence.
- (2) exceptions (1) (a) (b) and (c) do not apply to the following Sections, when insured by this policy
 - (a) Employee Dishonesty
 - (b) Terrorism
 - (c) Employers' Liability
 - (d) Professional Indemnity
 - (e) Directors and Officers Liability
 - (f) Management Liability.

Policy Exceptions

Exceptions (continued)

- (3) exception (1) (b) does not apply to the following Sections, when insured by this policy
 - (a) Public and Products Liability
 - (b) Personal Accident.
 - (4) exceptions (1) (a) and (1) (c) do not apply to the Personal Accident Section and Business Travel Sections, when insured by this policy, while the Insured Person is undertaking an Insured Journey.
 - (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) in relation to the Employers' Liability Section, exception (2) (a) only applies when You under a contract or agreement have undertaken to
 - (a) indemnify another party
 - or
 - (b) assume the liability of another party.
 - (2) exceptions (2) (a) and (2) (b) do not apply to the following Sections, when insured by this policy
 - (a) Employee Dishonesty
 - (b) Terrorism
 - (c) Professional Indemnity
 - (d) Directors and Officers Liability
 - (e) Management Liability.

Policy Exceptions

Exceptions (continued)

- (3) (a) Money, negotiable instruments and specie
 - (b) securities and bonds
 - (c) jewellery
 - (d) precious stones
 - (e) precious metals
 - (f) bullion
 - (g) furs
 - (h) curios and antiques
 - (i) rare books
 - (j) works of art
 - (k) goods held in trust or on commission
 - (l) documents
 - (m) manuscripts
 - (n) business books
 - (o) computer systems records
 - (p) explosives and hazardous substances
 - (q) property in transit
- unless specifically mentioned.

However, exceptions (3)(a) to (q) do not apply to the following Sections, when insured by this policy

- (1) Terrorism
 - (2) Employers' Liability
 - (3) Public and Products Liability
 - (4) Commercial Legal Protection.
- (4) any claim which arises directly or indirectly from or consists of the failure or inability of any
- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device
 - (b) media or systems used in connection with anything referred to in (a) above
- whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
- (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
 - (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However,

- (1) We will not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from 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

Policy Exceptions

Exceptions

(continued)

- (a) Property Damage
 - (b) Money and Assault
 - (c) Engineering
 - (d) Computer
 - (f) Electronic Equipment.
 - (g) Business Interruption.
- (2) exceptions (4) (a) and (4) (b) do not apply to the following Sections, when insured by this policy
- (a) Employee Dishonesty
 - (b) Loss of Licence
 - (c) Terrorism
 - (d) Employers' Liability
 - (e) Personal Accident
 - (f) Professional Indemnity
 - (g) Directors and Officers.

Definition

The following definition only applies to this exception

'Defined Contingency'

fire, lightning, explosion, aircraft and other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.