



**INSURANCE POLICY**

## **Retail**

Please read this document carefully.  
Should you have any questions, please contact your insurance agent.

# Policy Information

This Policy has been prepared in accordance with Your instructions. Please read it carefully to ensure that it meets Your requirements.

This Policy consists of

1. the introduction which explains the basis on which cover is provided;
2. the Schedule which shows details of the Policyholder Period of Insurance the Business being covered the Property or Events insured Limits of Liability and certain amounts You will be responsible for and details of which Sections are operative;
3. the Statement of Fact which is a record of the information that You provided to Your insurance agent about You and Your Business upon which Your insurance quotation is based;
4. Policy Definitions and Conditions;
5. the Sections of the Policy which give details of the cover;
6. General Exceptions to cover applying to the whole Policy;
7. Any Endorsements or Warranties which might apply to the Policy or individual Sections and which incorporate cover amendments extensions limitations and the like.

Immediate notice should be given to Us of any changes which may affect the insurance provided by this Policy.

Alterations in the cover required after the issue of the Policy will be confirmed by a separate Endorsement and/or Schedule and/or Statement of Fact which You should file with Your Policy. You should refer to the Schedule and Statement of Fact and Endorsement(s) and the Policy to ascertain precise details of cover currently in force.

## Our Promise to You

Our goal is to provide excellent customer service to all Our customers but we recognise that sometimes things may go wrong. We take complaints seriously and aim to resolve all of Our customers problems promptly.

If this cover does not meet with Your requirements please return all of Your documents and any Employers Liability Certificate(s) to Your insurance agent who has arranged the cover within 14 days of receipt. We will return any premium paid in full.

If You wish to terminate the cover at any other time please contact Your insurance agent who arranged it and any return premium will be at the discretion of Arista Insurance.

## Making a Claim

To report or make a claim follow the instructions provided in the General Conditions – Claims Procedure

### To make a legal expenses claim

For Policyholders who have elected either Essential Business Legal Expenses or Absolute Business Legal Expenses Section please contact ARAG in the event that you need to make a claim including if you are considering carrying out a redundancy

**Claims telephone number:** 0117 917 1698 or report on line at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims)

Under no circumstances should you instruct your own lawyer or accountant as ARAG will not pay the costs incurred and it could invalidate your cover.

### To make a management liability claim

For policyholders who have elected the Management Liability Section to register a claim You should email Hiscox Claims using [hicliability.claims@hiscox.com](mailto:hicliability.claims@hiscox.com) or phone them on 01206 773783 They provide Our claims service and are authorised to handle and settle claims on Our behalf

### All other claims

To register a claim under any other Section You should contact **Arista claims on 0344 770 5150.**

If You have a need to seek additional assistance please contact Your insurance agent

## Help and Assistance

As an Arista Insurance customer you have access to a website and helplines as described below. Most of these helplines are available 24 hours a day 365 days a year and are available to you at no additional charge under your Business Legal Expenses cover.

### Legal and Tax Helpline

**0344 472 2924**

Through this number Arista Insurance Policyholders have 24 hour access to legal advice on numerous topics including tax, employment issues and health and safety issues. The advice covers business-related legal matters within EU law and tax matters within the UK. Your query will be dealt with by a qualified specialist experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

### Staff Counselling Helpline

**0333 000 2082**

This helpline is accessible by Your staff providing professional confidential support. The counselling can be used for any aspect of their life and is not restricted to work-related matters.

### Crisis Communication Helpline

**0344 571 7964**

Where you need help to respond to negative publicity or media attention you can access professional public relations support and crisis communication support. You are insured against the cost of crisis communication services under Insured event 11 of your Business Legal Expenses cover when you use this helpline.

### Redundancy Approval Helpline

**0117 917 1698**

#### **(under Essential Business Legal Expenses cover)**

In relation to the Essential Business Legal Expenses cover We can arrange for specialist advice if you are planning redundancies. This will assist you to implement a fair selection process and ensure that the redundancy notices are correctly served. This service is available between 9am and 5pm on weekdays (except bank holidays) subject to a charge.

### Business Legal Services

**[www.araglegal.co.uk](http://www.araglegal.co.uk)**

By choosing Arista Insurance, you also have free access to business support via [www.araglegal.co.uk](http://www.araglegal.co.uk). The Business Legal Services website provides the essential tools and services to prepare vital paperwork; for example, your Health & Safety Policy, up to date employment legal procedures, advice on management and recovery of debts. Register today at [www.araglegal.co.uk](http://www.araglegal.co.uk) and enter the voucher code shown on your policy schedule to access the law guide and download legal documents to help with commercial legal matters. For a fee you can have your documents reviewed by a solicitor to ensure they meet your specific requirements.

## How to Complain

If You have any enquiry or complaint arising from Your Policy please contact Your insurance agent who arranged the Policy for You or the local Arista Insurance office quoting the Policy number in all cases

If You are not satisfied with the way in which a complaint has been dealt with please write to

The Chief Executive  
Arista Insurance Limited  
40 Mitre Street, London EC3A 5BZ

After this action if You are still not satisfied with the way a complaint has been dealt with You should do the following

If Your Underwriter is at Lloyd's You may ask the Policyholder and Market Assistance department at Lloyd's to review Your case (this would not affect Your rights to take legal action if necessary) The address is

Policyholder and Market Assistance,  
Market Services,  
Lloyd's  
Fidentia House  
Chatham Maritime  
Kent ME4 4RN

Telephone: 020 7327 5693  
Fax: 020 7327 5225  
Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
[www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Having followed this procedure for Lloyd's Underwriters or if Your Underwriter is not at Lloyd's Your complaint may also be referred to the Financial Ombudsman Service (FOS) The address is

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Telephone: 0800 023 4567/ 0300 123 9 123  
Fax: 020 7964 1001  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services

### Financial Services Compensation Scheme

The Underwriters are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we are unable to meet our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. Such claims are protected for 90% without any upper limit. For compulsory classes of insurance the claim will be met in full. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request, or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

## Important Information

The Employers Liability (Compulsory Insurance) Regulations 1998 lay down certain obligations for employers and in particular You should be aware of the following:

### Display of Certificates

We will provide You with a Certificate of Employers Liability Insurance and this will state clearly the companies covered by it. You must display either an original copy or make available a copy of the Certificate of Employers Liability Insurance in an electronic format at each Business Premises where Your Employees can see it easily.

### Retention of Certificates

The Employers' Liability (Compulsory Insurance Amendment) Regulations 2008 remove the requirement for You to retain copies of Certificates of Employers Liability Insurance that have expired for at least 40 years. However it is still good business practice to retain the certificates because certain claims eg disease could be made many years after the disease is caused and if Your insurer can not be identified You could be liable for any payments.

### Data Protection

We may use the details You have given to provide You with a quotation deal with Your Policy to search credit reference agencies who may keep a record of the search to support the development of Our business by including Your details in customer surveys and for market research and compliance business reviews.

We share Your details with those companies who are underwriting Your Policy with approved organisations for fraud prevention purposes and with companies where We are legally obliged to do so.

We may also share Your details with third parties so that we may tell You of products and services which we think may interest You by telephone email or post. If You do not want to know about these products or services please write to Arista Insurance Limited 40 Mitre Street, London EC3A 5BZ.

Under the Data Protection Act We can only discuss the details given with You. If You would like anyone else to act on Your behalf please let Us know. Your details will not be kept longer than is necessary.

Under the terms of the Data Protection Act 1998 You are entitled to a copy of all information Arista Insurance holds about You.

Your personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of UK law.

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# The Contract of Insurance and the Underwriters

This Policy is underwritten by certain Underwriters at Lloyd's and other insurance companies (hereinafter called the 'Underwriters') and is administered by Arista Insurance Limited in accordance with the authority granted under binding authority agreement(s)

In consideration of payment of the premium the liability of an Underwriter under this contract is several and not joint with other insurers party to this contract to indemnify You within the limits terms conditions and exceptions of this Policy against the events set out in the sections operative and occurring in connection with the Business during the Period of Insurance and any subsequent period for which You pay and the Underwriter agrees to accept a premium

An Underwriter is not jointly liable for the proportion of liability underwritten by any other Underwriter Nor is an Underwriter otherwise responsible for any liability of any other Underwriter that may underwrite this contract

The proportion of liability under this contract underwritten by an Underwriter (or in the case of a Lloyd's syndicate the total of the proportions underwritten by all the members of the syndicate taken together) is shown below

Where the Underwriter is a Lloyd's syndicate each member of the syndicate (rather than the syndicate itself) is an Underwriter Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together) The liability of each member of the syndicate is several and not joint with other members A member is liable only for that members proportion A member is not jointly liable for any other members proportion Nor is any member responsible for any liability of any other Underwriter that may underwrite this contract The business address of each member is Lloyd's, One Lime street, London EC3M 7HA The identity of each member of a Lloyds syndicate and their respective proportion may be obtained by writing to Market Services at the above address

Although reference is made at various points in this clause to "this contract" in the singular where circumstances so require this should be read as a reference to contracts in the plural

Each Underwriter is only liable in respect of the cover provided under the Section(s) of this Policy shown against them below and not any other section

Essential Business Legal Expenses Sections	Brit Syndicate 2987 at Lloyd's managed by Brit Syndicates Limited (FCA Register number 204930) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and administered by ARAG plc (FCA Register No 452369) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority
Equipment Breakdown Section	HSB Engineering Insurance Limited (FCA Register No 202738) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority
Management Liability Portfolio Section	Hiscox Insurance Company Limited (FCA Register No 113849) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority
All other sections	Lloyd's Syndicate 4444 which is managed by Canopus Managing Agents Limited (FCA Register No 204847) authorised by the



Prudential Regulation Authority and regulated by the Financial  
Conduct Authority and the Prudential Regulation Authority

You have provided information to Us which includes but is not limited to the information detailed in the Statement of Fact. You agree that all information provided to Us is true and is incorporated in and forms the basis of this Policy.



Signed for and on behalf of the Underwriters

Paul Jewell - Chief Underwriting Officer

Arista Insurance is Registered in England and Wales No 5938669

Registered Office: Townergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN

**This Policy is a legal contract. You must tell Us about any facts or changes which affect Your insurance which have occurred either since Your Policy started or since the last renewal date. If You are not sure whether certain facts are relevant please ask Your insurance agent or the local Arista Insurance branch. If You do not tell Us of 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 agent when You renew this Policy.**

Arista Insurance Limited (FRN 459593) an appointed representative of Townergate Underwriting Group Limited FCA Register Number 313250, authorised and regulated by the Financial Conduct Authority.

You can check this information on the Financial Conduct Authority register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768. Information relating to the Prudential Regulation Authority can be found at [www.bankofengland.co.uk/pru](http://www.bankofengland.co.uk/pru)

# General 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 except for 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 General Definitions

## **We/Us/Our**

The Underwriters as set out in the section of the Policy headed The Contract of Insurance and the Underwriters

## **You/Your/Policyholder**

The person(s) or Company shown in the Schedule as the Policyholder

## **Business**

The Business described in the Statement of Fact and specified in the Schedule

## **Policy**

This Policy document Schedule Statement of Fact Employers Liability Certificate and any Endorsements or Warranties attached or issued

## **Damage**

Accidental loss destruction or damage

## **Employee**

Any person working under Your control in connection with the Business who is

1. under a contract of service or apprenticeship with You
2. a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by You
3. a labour master or person supplied by him
4. a person engaged by a labour only sub-contractor
5. a self-employed person working on a labour only basis
6. a driver or operator of hired-in plant
7. a trainee or person undergoing work experience
8. a voluntary helper

## **Excess**

The first amount of each and every claim for which You shall be responsible as shown in the Schedule

## **Injury**

Bodily injury including death illness or disease

## **Limit of Liability**

The Limit of Liability stated in the Schedule

## **Money**

Current coin bank and currency notes postal and money orders bankers drafts cheques and giro cheques crossed warrants bills of exchange and securities for money postage revenue national insurance and holiday with pay stamps

national insurance and holiday with pay cards national savings certificates war bonds premium savings bonds and franking machine impressions credit company sales vouchers luncheon vouchers trading stamps and VAT invoices

**Period of Insurance**

The period shown in the Schedule for which We accept Your Premium

**Person-Insured**

You or any of Your partners directors or employees aged not less than 16 years nor more than 75 years

**Premises**

The part of the Premises at the address or addresses described in the Schedule and occupied solely by You in connection with the Business

Unless otherwise stated the buildings at the Premises are

1. built of brick stone or concrete
2. roofed with slate tiles concrete asphalt metal or sheets or slabs composed entirely of incombustible mineral ingredients (with the exception of small outbuildings)

**Property**

Material property

**Schedule**

The Schedule for the time being inforce detailing the cover provided

**Statement of Fact**

This is a record of the information that You provided to Your insurance agent about You and Your Business upon which Your insurance quotation is based

**Sum Insured**

The Sum Insured as stated in the Schedule

**Vacant or Disused**

The Premises or any part thereof that have become unoccupied untenanted or which have not been actively used for a period of more than 30 consecutive days

# Conditions Precedent

## Claims Procedure

It is a condition precedent to Our liability that

1. You provide written notice to Us immediately You have knowledge of any event occurrence prosecution inquest or inquiry which may result in a claim regardless of Excess and pass to Us immediately on receipt every letter claim writ summons and process in connection with any claim
2. You notify the police immediately of Damage caused by malicious persons or thieves
3. You at Your expense provide Us with a written claim containing as much information as possible of the accident Damage or Injury including the amount of the claim within
  - a. 30 days of Your becoming aware of the event or occurrence
  - b. 7 days in the case of Damage caused by riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious personsor such further time that We may allow
4. You provide Us with all information and help We require in respect of the claim
5. You pass to Us unanswered immediately all communications from third parties in relation to any event which may result in a claim under this Policy
6. You do not admit or repudiate liability nor offer to settle compromise make payment which may result in a claim or pay any claim under this Policy without Our written agreement
7. You carry out or permit to be taken any action which may be reasonably practicable to prevent or minimise loss and/or interruption of the Business and to prevent further accident Damage or Injury
8. We will be entitled at any time and at Our discretion if Damage occurs which may lead to a claim to
  - a. enter or take possession of the building or premises
  - b. take possession of or require to be delivered to Us Property insured which We will deal with in a reasonable manner
  - c. take over and conduct in Your name the defence or settlement of any claim or to prosecute any claim in Your name for Your benefit and have full discretion in the conduct of any proceedings and in the settlement of any claimwithout incurring liability or reducing Our rights
9. We will not pay for loss destruction or damage or provide cover under Legal Liabilities Section if You or anyone acting on Your behalf
  - a. do not comply with Our requirements
  - b. hinder or obstruct UsYou are not entitled to abandon Property to Us

## Deep Fat Frying

It is a condition precedent to Our liability under Contents and Buildings Sections that all

1. deep fat frying equipment is fitted with
  - a. a thermostat arranged to prevent the temperature of cooking oils or fats rising above 205 degrees celsius
  - b. an automatic cut-out arranged to cut off the heat source in the event of failure of the thermostat
2. deep fat frying equipment including flues and exhaust ducting is securely fixed and free from contact with combustible material
3. extraction hoods canopies filters and grease traps are cleaned at least once a month
4. extraction ducts are cleaned at least once every six months
5. oil or greasy waste and cloths are kept in metal receptacles with metal lids and removed from the buildings at the end of each working day and from the Premises at least once a week

## Fire Extinguishment

It is a condition precedent to Our liability under Contents and Buildings Sections that in kitchens and other areas used for cooking a fire blanket and a 9 litre foam 2 kilogramme carbon dioxide or 45 kilogramme dry powder extinguisher

be available for immediate use

It is warranted that You will ensure that any fire extinguishing appliance(s) kept at Your Premises are regularly maintained under a contract and are in efficient working order. Subject to the observance of this Condition the Contents and Buildings Sections shall not be invalidated by any defect in any of the said appliances due to any circumstances unknown to You or beyond Your control.

#### **Minimum Standards of Protections - Security Level 1**

It is a condition precedent to Our liability to indemnify You in relation to any claim under the Contents and Money Sections and if You have failed to fulfill the following condition You will lose Your right to indemnity or payment for that claim.

Unless agreed otherwise by Us in writing within 30 days of inception of this Policy the following protections shall be fitted to the under-mentioned doors, windows and other openings (where these are under Your control) and put into full and effective operation whenever the Premises are closed for business or left unattended:

1. on timber final exit doors or other external timber doors and on internal doors giving access to any part of the Premises not occupied solely by You or to any adjoining premises (excluding sliding doors and fire exit doors)
  - a. if single leaf a mortice deadlock which has five or more levers and/or conforms to BS3621 specification for thief resistant locks with matching steel box striking plate
  - b. if double leaf
    - i. on the first closing leaf flush or barrel bolts the latter at least 200mm (8") long or key operated locks or bolts fitted top and bottom in every case
    - ii. on the second closing leaf a mortice deadlock which has five or more levers and/or conforms to BS3621 specification for thief resistant locks with matching steel box striking plate or a substantial padlocking bar and high quality close shackle padlock with minimum of five levers or high security cylinder mechanism.
  - c. if single or double leaf and also outward opening hinge bolts fitted top and bottom
2. on external aluminum or UPVC doors (excluding sliding and fire exit doors) cylinder operated mortice pivot bolt lock (similar to the Adams Rite MS1950 series locks) including anti-turn cylinder collar, and if double leaf flush bolts on the first closing leaf
3.
  - a. on steel final exit doors and all sliding final exit doors a substantial padlocking bar and high quality close shackle padlock with minimum of five levers or mortice hook bolt lock which has five or more levers and/or conforms to BS3621 specification for thief resistant locks with matching steel box striking plate
  - b. on all other steel doors and all other sliding doors (excluding sliding patio doors) substantial padlocking bar a good quality close shackle padlock with minimum of five levers or high security cylinder mechanism fitted externally or substantial padlocking bar and high quality open shackle padlock with minimum of five levers or high security cylinder mechanism fitted internally
  - c. on sliding patio doors
    - i. a manufacturer's patent key-operated locking system which engages boltwork into the doorframe either at the top and bottom of the opening section of each door or into the side frame in at least three points (in the latter case all hook or shoot bolts must be mushroom headed)or
    - ii. two key-operated patio door locks fitted internally one at the top and one at the bottom of each opening section
4. any door officially designated as Fire Exit by the Fire Authority must be secured only by devices agreed by the Fire Officer this may be by means of a suitable lock for use in emergency escape situations and it must not be possible for the lock to be operated by breaking or removing glazing either in the door itself or in a

window immediately adjacent to the door and with hinge bolts fitted top and bottom of outwards opening doors

5. on opening basement and ground floor windows and fanlights and on other opening windows fanlights and skylights which are accessible from roofs balconies canopies fire escapes or downpipes
  - a. key-operated window locks with the keys removed when in operation
  - b. or solid steel bars not less than 16mm (5/8") diameter and not more than 125mm (5") apart securely fixed to the brickwork or masonry surrounding the window
  - c. or lockable steel expanded metal window gates or weld mesh grilles
  - d. or shutters that are used to cover the whole of the window opening
6. where installed  
all roller shutters where no other inner door is being protected including such roller shutters that contain wicket doors or equivalent a manufacturer's standard recommended locking device for that type of roller shutter

### **Reasonable Care**

You must:

1. take all reasonable precautions to prevent or minimise any circumstance or to cease any activity which may cause Damage accident or Injury
2. maintain the business premises machinery equipment and furnishings in a good state of repair
3. exercise care in the selection and supervision of Employees
4. comply with all relevant statutory requirements manufacturers recommendations and other regulations relating to the use inspection and safety of property and the safety of persons
5. make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require

### **Security**

It is a condition precedent to Our liability under the Contents and Money Sections that whenever the Premises are closed for business or left unattended all locks bolts and other security devices including any intruder alarm system are put into full and effective operation

### **Unoccupancy**

It is a condition precedent to Our liability under the Contents and Buildings Sections that within 21 days of the Premises or any part thereof becoming unoccupied untenanted vacant or not having been actively used

1. all services are to be turned off at the mains except electricity where needed to maintain any fire or intruder alarm system in operation and the water and heating system drained
2. the Premises are to be adequately secured against unauthorised entry
3. at least weekly inspections are to be made of the Premises by You or a responsible person acting on Your behalf
4. any accumulations of combustible materials such as junk mail and newspapers are to be removed during each inspection of the Premises

# General Conditions

Each Section of the Policy contains conditions and must be read in conjunction with the following General Policy Conditions which apply to all Sections unless otherwise stated

## Average

Where a Sum Insured is subject to average if at the time of the Damage the Sum Insured is less than the total value of the property You will be considered as Your own insurer for the difference and bear a proportionate share of the loss

## Basis of Claims Settlement for Property

Whenever the Basis of Claims Settlement is declared to be on a Reinstatement Basis the basis upon which the amount payable in respect of the Property Insured is to be calculated shall be as follows

1. the rebuilding or replacement of Property Insured lost or destroyed which provided Our liability is not increased may be carried out
  - a. in any manner suitable to Your requirements
  - b. upon another site
2. the repair or restoration of Property Insured damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

## Special Conditions

1. Our liability for the repair or restoration of Property Insured damaged in part only shall not exceed the amount which would have been payable had such Property Insured been wholly destroyed
2. If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property Insured covered by any item subject to this Condition exceeds its Sum Insured at the commencement of any Damage Our liability shall not exceed that proportion of the amount of the Damage which the Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such Property Insured at that time
3. No payment beyond the amount which would have been payable in the absence of this Condition shall be made
  - a. unless reinstatement commences and proceeds without unreasonable delay
  - b. until the cost of reinstatement shall have been actually incurred
  - c. if the Property Insured at the time of the Damage shall be insured by any other insurance effected by You or on Your behalf which is not upon the same basis of reinstatement
4. All the terms and conditions of this Policy shall apply
  - a. in respect of any claim payable under the provisions of this Condition except insofar as they are varied hereby
  - b. where claims are payable as if this Condition had not been incorporated

## Cancellation

We may cancel the Policy by sending You 30 days written notice to Your last known address We will refund a proportionate part of the premium paid for the unexpired period

If the premium has not been paid or if there has been a default under an instalment or linked credit agreement this insurance will cease immediately and We will not refund any instalment paid

## Choice of Law and Jurisdiction

In the absence of agreement to the contrary this Policy shall be governed by and construed in accordance with the laws of England and Wales Any dispute relating to limits terms conditions and exceptions or validity of this Policy

shall be subject to the jurisdiction of the courts of England and Wales

### **Change of Risk**

We shall not indemnify You under this Policy if

1. there has been any material change to the risk after the commencement of this insurance whereby the risk of Damage or Injury is increased or
2. Your interest ceases (unless the cessation is brought about by will or operation of law)
3. the Business does any of the following
  - a. making a composition or arrangement with creditors
  - b. have a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986
  - c. have an application made under the Insolvency Act 1986 to the court for the appointment of an administrator
  - d. have a winding up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed or have a provisional liquidator receiver or receiver and manager of the business or undertaking duly appointed
  - e. have an administrative receiver as defined in the Insolvency Act 1986 appointed or having 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 unless agreed by Us in writing

### **Contribution**

Applicable to the Legal Liabilities Section

1. 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

2. 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
3. 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
4. If the Property insured covered by the other insurance is subject to a provision excluding proportional payment in whole or 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

### **Contracts (Rights of Third Parties) Act 1999**

A person or company who was 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

### **Discharge of Liability**

We may at any time pay

1. the Limit of Liability or the Limit of Indemnity or
2. the Sum Insured or
3. a smaller amount for which a claim can be settled after deduction of any sum already paid We will not make any further payments except for costs and expenses incurred prior to the payment of the claim

### **Excesses**

If We agree to indemnify You under both Contents and Buildings Sections of this Policy as a result of the happening of a single event and if an Excess applies under both these Sections then only one Excess being the higher of those which would have applied separately under each Section will be deducted from the total claim payment



**Fraud**

If a claim made by You or anyone acting on Your behalf to obtain a benefit under this Policy is in any respect fraudulent or uses fraudulent means or devices or intentionally exaggerates or a false declaration or statement is made in support of a claim all benefit under this Policy shall be forfeited

**Index Linking**

Whenever a Sum Insured is declared to be subject to Index Linking it is adjusted at monthly intervals as follows

1. in respect of Buildings Landlords Fixtures and Fittings internal decorations shop fronts and tenants improvements in accordance with the percentage change in the General Building Cost Information Service
2. in respect of Stock in trade in accordance with the percentage change in the Producer Price Index for Home Sales of Manufactured Products
3. in respect of all other Contents other than Stock in trade in accordance with the Durable Goods Section of the Retail Prices Index

At each renewal the premium will be adjusted to apply to the Sum Insured which then pertains and We waive all rights to additional premium arising solely out of such index adjustments prior to renewal

**Interest Clause**

The interests of third parties which You are required to include on this Policy under the terms of any mortgage property lease or hiring leasing or hire purchase agreement are automatically noted subject to You advising Us as soon as is reasonably practicable

**Non Disclosure Misrepresentation or Misdescription**

This Policy shall be voidable if You or anyone acting for You fails to disclose misrepresents or misdescribes any material particular

**Reinstatement**

When We decide or are required to reinstate or replace any Property You will at Your expense provide

1. plans
2. documents
3. books
4. 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 Sum Insured

**Sanction Limitation and Exclusion**

We shall not be liable to pay any claim or provide any benefit under any insurance cover or extension to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

**Subrogation**

Anyone making a claim under this Policy must at Our request and expense do everything We reasonably require to

1. enforce a right or remedy
- or
2. obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good accident Damage or Injury We may require You to carry out such actions before or after We make any admission of or payment of a claim

#### **Warranties**

Every warranty to which this Policy or any Section or item thereof is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Policy Non-compliance with any such warranty insofar as it increases the risk of Damage shall be a bar to any claim in respect of such Damage provided that whenever this Policy is renewed a claim in respect of such Damage occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period

## **General Exceptions**

Each Section of the Policy contains exceptions and must be read in conjunction with the following General Exceptions which apply to all Sections unless otherwise stated

This Policy does not cover

#### **Nuclear Risks**

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Subject to indemnity under the Employers Liability Sub-Section as far as concerns Injury caused to any of Your Employees if such Injury arises out of and in the course of employment or engagement of such person by You this General Exception shall only apply

- a. in respect of liability of any Principal
- b. liability assumed by You under agreement and which would not have attached in the absence of such agreement

#### **War Government Action and Terrorism**

1. Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from
  - a. War Government Action or Terrorism
  - b. civil commotion in Northern Ireland
2. legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from War Government Action or Terrorism except to the extent stated in the Liability Provisions

For the purpose of this General Exception and its Liability Provisions –

War shall mean war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution or military or usurped power

Government Action shall mean martial law confiscation nationalisation requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to War

Terrorism shall mean any act(s) of any person(s) or organisation(s) involving

1. the causing occasioning or threatening of harm of whatever nature and by whatever means
2. putting the public or any section of the public in fear

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) are wholly or partly of a political religious ideological or similar nature

In any action suit or other proceedings where We allege that by reason of this Exception as far as it relates to Terrorism any Damage or resulting loss or expense or consequential loss is not covered by this insurance the burden of proving that such Damage loss expense or consequential loss is covered shall be upon You

#### Liability Provisions

Subject otherwise to the terms definitions exclusions exceptions provisions and conditions of this Policy and its Legal Liabilities Section

1. We will indemnify You under the Employers Liability Sub-Section provided that in respect of any one claim or series of claims arising out of any one original event Our liability in respect of all legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism shall not exceed £5,000,000
2. We will indemnify You under the Public Liability Sub-Section and Products Liability Sub-Section against legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism provided that Our liability for all damages (including interest thereon) shall not exceed
  - a. in respect of or arising out of any one event or all events of a series consequent upon one original cause £2,000,000 or the amount of the Public Liability and Products Liability indemnity limit stated in the Schedule whichever is the lower but in respect of Products Supplied this limitation shall apply to all insured events occurring in any one Period of Insurance
  - b. in respect of all Pollution or Contamination consequent upon Terrorism and which is deemed to have occurred during any one Period of Insurance £2,000,000 in the aggregate or the amount of the Public Liability and Products Liability indemnity limit stated in the Schedule whichever is the lower

#### **Pollution and Contamination** (Applicable to Contents Equipment Breakdown Loss of Income and Buildings Sections)

Damage or Loss of Income caused by or arising from pollution or contamination except (unless otherwise excluded) Damage to the Property Insured caused by

1. pollution or contamination which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers malicious persons other than thieves earthquake storm flood bursting overflowing discharging or leaking of water tanks apparatus or pipes sprinkler leakage or impact by any vehicle or animal
2. any of the Contingencies in (1) above which itself results from pollution or contamination

#### **Date Recognition** (Not applicable to Employers Liability Sub-Section)

Damage accident or liability directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software whether Your property or not and whether occurring before during or after the year 2000

1. correctly to recognise any date as its true calendar date
2. to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

3. to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or to correctly process such data on or after any date

In respect of Contents Equipment Breakdown Loss of Money Loss of Income and Buildings Sections this General Exclusion shall not exclude subsequent Damage not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe theft or impact by any vehicle or animal

#### **Sonic Bangs**

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

#### **Computer Virus and Hacking**

1. Damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether Your Property or not where such Damage is caused by Virus or Similar Mechanism or Hacking
2. financial loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking

but this shall not exclude Damage or financial loss which is not otherwise excluded from this Policy and which results from Fire Lightning Explosion Earthquake Aircraft or other aerial devices or articles dropped from them Riot Civil Commotion Strikes Labour Disturbances Malicious Persons (including the acts of thieves but excluding the acts of Malicious Persons which do not involve physical force or violence) Storm Flood Escape of Water or Oil from any tank apparatus or pipe Impact by any vehicle or animal

For the purpose of this Exception

Virus or Similar Mechanism shall mean 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 The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether Your Property or not

# Contents Section

## Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

## Property Insured

**Stock** in trade including trade samples and goods in trust belonging to You or held in trust or on commission for which You are responsible

**Landlords Fixtures and Fittings** interior decorations and tenants improvements and shop fronts for which You are responsible

**All Other Contents** of the shop (other than Stock) belonging to You or for which You are responsible including

1. clothing personal effects and pedal cycles belonging to You Your partners directors Employees customers or visitors for which You are responsible up to a limit of £500 any one person unless the Schedule states otherwise
2. the cost of materials and clerical labour incurred in reproducing documents (but not the cost of producing information to be recorded) up to limit of £5,000 unless the Schedule states otherwise
3. the cost of materials clerical labour and computer time incurred in reproducing computer system records (but not the cost of producing information to be recorded) up to a limit of £5,000 unless the Schedule states otherwise
4. any property belonging to the Post Office unless the Schedule states otherwise

but excluding

- a. bills of exchange promissory notes money deeds bonds securities or documents of any description cheques stamps credit cards debit cards or travel tickets
- b. jewellery precious stones precious metals bullion furs unless the Schedule states otherwise
- c. any other property separately described in the Schedule or which is more specifically insured

### Perishable Goods

Any good which it is normal practice to place into a refrigeration unit for purposes of preservation

## Cover

We will indemnify You in the event of Damage to the Property Insured as set out in the Schedule whilst at the Premises caused by any of the following Contingencies

### Standard Contingencies

**Fire** (including subterranean fire) lightning explosion earthquake

**Storm or Flood** but excluding Damage

1. resulting from frost subsidence ground heave or landslip
2. to moveable property in the open
3. attributable solely to change in the water table level
4. to Stock and/or trade samples stored in any basement unless raised at least 4 inches (100mm) above floor level

**Impact** by aircraft or other aerial devices or articles dropped from them or by any vehicle train animal falling branch aerial mast or satellite dish

**Riot Civil Commotion Strikes Labour Disturbances or Malicious Persons** excluding

1. damage arising from the cessation of work
2. as regards loss or damage (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation
  - a. loss or damage by theft
  - b. loss or damage in respect of the contents of any Premises which is Vacant or Disused

**Escape of Water** from any tank apparatus or pipe excluding Damage

1. to Property Insured in any portion of the Premises which is Vacant or Disused
2. to Stock and/or trade samples stored in any basement unless raised at least 4 inches (100mm) above floor level

**Theft or Attempted Theft** involving entry into or exit from the Premises by forcible and violent means (including damage to Your Premises for which You are responsible) or theft involving violence or threat of violence to You Your directors partners or Employees but excluding

1. Damage caused by any person lawfully on the Premises
2. Damage to Property Insured in any portion of the Premises which is Vacant or Disused
3. from any building or part of any building at the Premises not capable of being locked
4. Theft following dishonest or fraudulent action by Your Employees or any person lawfully on the Premises

**Leakage of Fuel** from any fixed oil heating installation but excluding Damage

1. to Property Insured in any portion of the Premises which is Vacant or Disused
2. to Stock and/or trade samples stored in any basement unless raised at least 4 inches (100mm) above floor level

**Leakage of Beverages** from storage containers pipes and apparatus but excluding Damage

1. occasioned by leakage of beverages from bottled stock
2. to Property Insured in any portion of the Premises which is Vacant or Disused
3. to Stock and/or trade samples stored in any basement unless raised at least 4 inches (100mm) above floor level

**Optional Contingencies** (only applicable if specified in the Schedule)

**Accidental Damage** excluding

Damage caused by or resulting from

1. any of the Standard Contingencies in this Section
2. inherent vice latent defect gradual deterioration the action of light or atmosphere wear and tear faulty or defective design or materials
3. faulty or defective workmanship operational error or omission by You Your partners directors or Employees or contracted consultants
4. corrosion rust wet or dry rot shrinkage evaporation dampness dryness marring scratching vermin or insects
5. change in temperature colour flavour texture or finish
6. joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
7. mechanical or electrical breakdown derangement or overloading in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates but this shall not exclude Damage to surrounding property not forming part of the same machine apparatus or equipment
8. electrical or magnetic disturbance or erasure of electronic recordings
9. settling shrinkage or expansion of foundations walls floors ceilings or roof settlement or bedding down of new structures or extensions subsidence ground heave or landslip

10. acts of fraud or dishonesty
11. unexplained disappearance unexplained shortage inventory shortage misfiling or misplacing of information
12. You voluntarily parting with the title or possession of any Property or rights to Property
13. confiscation requisition seizure or destruction by order of the Government or any public authority
14. delay loss of market loss of use or consequential loss or damage of any kind

### **Subsidence Ground Heave or Landslip**

Subsidence or Ground Heave of any part of the site on which the Property Insured stands or Landslip excluding

1. Damage to yards car parks roads pavement swimming pools walls gates and fences unless also affecting a building insured hereby
2. Damage caused by or consisting of
  - a. the normal settlement or bedding down of new structures
  - b. the settlement or movement of made-up ground
  - c. coastal or river erosion
  - d. defective design or workmanship or the use of defective materials
  - e. fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
3. Damage which originated prior to the inception of this cover
4. Damage that has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law
5. Damage resulting from
  - a. demolition construction structural alteration or repair of any property or
  - b. groundworks or excavation at the same premises
6. the amount of the Excess stated in the Schedule for each and every claim

### **Special Condition**

Insofar as this insurance relates to Damage caused by Subsidence Ground Heave or Landslip

1. You shall notify Us immediately You become aware of any demolition groundworks excavation or construction being carried out on any adjoining site
2. We shall then have the right to vary the terms or cancel the cover

## **Special Conditions**

### **Index Linking**

The Sums Insured by this Section are subject to Index Linking

### **Limit of Liability**

The maximum amount payable in respect of any item insured under this Section is the Sum Insured stated in the Schedule for each item plus Index Linking

### **Basis of Claims Settlement**

1. Stock
 

We will pay You the value of the Property Insured at the time of such Damage or at Our option reinstate or replace the Property Insured or any part thereof

If the Sum Insured at the time of any Damage is less than the full cost of replacement at current prices then You will be Your own insurer for the difference and bear a rateable share of the Damage accordingly
2. All Other Contents including Landlords Fixtures and Fittings shop fronts interior decorations and tenants improvements other than Stock trade samples and goods in trust
 

The Basis of Claims Settlement for each and every item shall be on a Reinstatement Basis We may at Our option reinstate or replace the property or any part thereof

**Automatic Reinstatement of Loss**

We shall in the event of Damage under this Section automatically reinstate the Sum Insured unless there is written notice by Us to the contrary provided that

1. You undertake to pay the appropriate additional premium
2. You shall take immediate steps to carry out any alterations to the protections of the Premises which We may require

**Workmen**

Workmen are allowed in and about the Premises for the purpose of carrying out new works or alterations repairs decorations plant installation or general maintenance and the like without prejudice to the terms and conditions of this Policy

**Average**

Each of the Sums Insured by the Property Insured of this Section are separately subject to Average

**Excess**

We shall not be liable for the amount (or amounts) of the Excess stated in the Schedule for each and every claim at each separate Premises after the application of Average

## Cover Extensions

**Glass including Signs**

We will indemnify You in respect of

1. breakage (including the cost of boarding up) of glass at the Premises
2.
  - a. Damage to
    - i. contents of display windows
    - ii. window and door frames
  - b. the cost of removing and reinstating obstructions to replacing glass
3. breakage of fixed
  - a. wash basins pedestals baths sinks
  - b. lavatory bowls bidets cisterns
  - c. shower trays splashbacks
4. breakage of any external sign or name plate (including as applicable the whole installation with transformers)
5. replacing alarm foil lettering painting embossing silvering or other ornamental work on glass following breakage of glass

at the Premises

The maximum that We will pay in respect of (2) (a) and (b) above is £2,500 each and every loss

We will not indemnify You in respect of

1. breakage of glass in
  - a. light fittings and fluorescent tubes
  - b. vehicles
  - c. vending machines
2. breakage
  - a. to Stock in trade or goods in trust
  - b. while the Premises is Vacant or Disused
  - c. in transit or while being fitted
  - d. caused by workmen carrying out alterations or repairs to the Premises



- e. caused in connection with theft of property from the Premises unless We have agreed to indemnify You in respect of such theft under the Section of this Policy
3. the first £250 of each and every loss or the Excess shown in the Schedule which ever is the greater

### **Goods in Transit**

We will indemnify You in the event of Damage to the Property Insured by this Section whilst in transit by vehicles owned hired or leased by You (including loading unloading and temporary housing in course of transit) anywhere within Great Britain Northern Ireland the Channel Islands and the Isle of Man including sea transits between any of these territories

We will not indemnify You under this Cover Extension in respect of

1. any amount exceeding that detailed in the Schedule in respect of Damage arising out of one single event at any one location to any one load or combination of loads unless the Schedule states otherwise
2. theft from any unattended vehicle being any vehicle with no person in charge or keeping the vehicle under observation and able to observe or prevent any attempt by any person to interfere with the vehicle unless
  - a. all keys are removed from the vehicle and the vehicle is securely locked at all points of access and any additional locking devices immobilisers or alarms be in operation where fitted
  - b. the vehicle is situated within a securely locked building or compound between the hours of 9.00 pm and 6.00 am
3. the deterioration of goods conveyed in frozen chilled or insulated condition due to faulty stowage or incorrect setting or operation of the equipment or variations in temperature unless directly due to fire or accident to the conveying vehicle or by Theft or Attempted Theft
4. Damage due to natural deterioration
5. any consequential or indirect loss of any kind loss of market or Damage due to delay
6. Damage to bills of exchange promissory notes money securities or money stamps precious stones jewellery bullion or loss or death of or injury to living creatures
7. spillage leakage fermentation taint contamination deterioration mechanical or electrical breakdown of any goods or merchandise unless directly traceable to fire lightning or road accident happening to the vehicle transporting the Property Insured

### **Underground Services**

We will indemnify You for Damage for which You are legally liable to pay for underground service pipes and cables at the Premises for which You are responsible as tenant but not as owner

The maximum We will pay under this Extension in respect of any claim is £10,000

### **Damage by Emergency Services**

We will indemnify You for the cost of restoring any Damage caused to gardens for which you are responsible by the emergency services in attending the Premises as a result of the operation of any Contingency insured under this Section up to a maximum of £1,000 in any Period of Insurance

### **Property Temporarily Removed**

We will indemnify You in respect of Damage to the Property Insured other than Stock in trade while temporarily removed for

1. cleaning
2. renovation
3. repair

The maximum We will pay is 15% of the Sum Insured

**Specified Equipment away from the Premises**

In respect of Property belonging to You or held by You in trust for which You are responsible We will indemnify You subject to the Geographic Limits in respect of Damage to Property Insured as defined in the Schedule including whilst in transit thereto and therefrom

**Geographic Limits**

1. anywhere in Great Britain Northern Ireland Isle of Man and the Channel Islands
2. or in the countries as described in (1) above and any country within the European Union
3. or anywhere in the World but up to a maximum of 30 days in each Period of Insurance

The maximum We will pay after the application of any Excess as detailed in the Schedule will be the limit as stated in the Schedule

We will not indemnify You in respect of

- a. Damage caused by Theft or Attempted Theft from an unattended vehicle being any vehicle with no person in charge or keeping the vehicle under observation and able to observe or prevent any attempt by any person to interfere with the vehicle unless
  - i. all doors windows and other openings are left closed securely locked and properly fastened
  - ii. the vehicle is situated within a securely locked building or compound between the hours of 9.00 pm and 6.00 am
- b. Damage to property in any soft topped open topped or open sided vehicle by Storm or Malicious Persons or Theft or Attempted Theft

**Replacement Locks**

We will indemnify You for the cost of replacing locks at the Premises if keys are lost from

1. the Premises
2. Your home
3. the home of any authorised Employee

following Theft or Attempted Theft

or

whilst in Your custody or that of an Employee following Theft or Attempted Theft

If the keys belong to a safe or strongroom they must be

- a. removed from the Premises overnight
- b. kept in a secure place away from the safe when You or an Employee occupies the Premises

**Removal of Debris**

The Sum Insured for each item except on Stock in trade includes costs and expenses You incur with Our consent for

1. removal of debris
2. dismantling or demolishing
3. shoring up or propping

of the portion or portions of the Property Insured sustaining Damage by any of the Contingencies

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 adjacent to it
- b. arising from pollution or contamination of property not insured under this Section
- c. more specifically insured

**Exhibitions**

We will indemnify You for Damage by any of the Contingencies to the Property Insured whilst at any exhibition

including whilst being erected or dismantled at any exhibition within Great Britain Northern Ireland the Channel Islands and the Isle of Man but excluding

1. Theft unless involving forcible and violent entry to or exit from the exhibition premises
2. any amount exceeding that detailed in the Schedule during any one Period of Insurance

#### **Capital Additions**

We will indemnify You for

1. any newly acquired Property Insured insofar as the same are not otherwise insured
2. alterations additions and improvements to the Premises but not in respect of any appreciation in value  
Anywhere in Great Britain Northern Ireland the Channel Islands and the Isle of Man provided that
  - a. at any one situation this indemnity shall not exceed 10% of the Sum Insured by this Section or £50,000 whichever is the lesser
  - b. You undertake to give particulars of such Cover Extension as soon as practicable and pay any additional premium required
  - c. following payment of such additional premium the provisos of this Cover Extension are fully reinstated

#### **Loss of Metered Water**

We will pay charges for which You are responsible for if water is accidentally discharged from a metered water system providing service to the Premises

The maximum We will pay is £5,000 any one occurrence

#### **Rent Payable** (only operative if a Sum Insured is shown next to the Rent Payable item on Your Schedule)

We will indemnify You for the amount of Rent which You become liable to pay for the period starting on the date of Damage and ending not later than 12 months after the date of Damage if the Premises remain unsuitable for You to occupy following Damage during the Period of Insurance

#### **Perishable Goods**

We will indemnify You in the event of Damage to Perishable Goods due to deterioration or putrefaction whilst stored only in any proprietary refrigeration unit contained in the Premises for the purposes of the Business caused by

1. breakdown or failure of the installation which means sudden stoppage of refrigeration process by reason of inherent fault or accidental means
2. escape of refrigerant or refrigeration fumes
3. accidental failure of the public electricity supply

We will pay up to but in no case exceeding the amount detailed in the Schedule

We shall not be liable under this Extension for

- a. loss caused by wear tear deterioration of the cabinet or other gradually operating cause
- b. loss occurring in any refrigeration unit which is older than 5 years when this insurance commences unless there is in force in respect of such refrigeration unit a maintenance or service agreement either with the manufacturers or suppliers thereof or an approved firm of refrigeration engineers
- c. loss caused by incorrect setting of thermostats or automatic controlling devices
- d. any consequential loss
- e. loss arising from the deliberate act of the public electricity supply authority or the exercise of its power to withhold or restrict supply or from strikes or industrial disputes
- f. Damage insured by any other Section or policy

#### **Seasonal Increase**

The Sums Insured in respect of Stock in trade are increased in each Period of Insurance by

1. 25% during November and December
2. 25% for a period of 15 days preceding and including any Bank Holiday or Public Holidays other than occurring in (1) above for a period of 15 days thereafter

# Equipment Breakdown Section

## Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

### Accident

Direct physical loss as follows

1. electrical or mechanical Breakdown including rupture or bursting caused by centrifugal force
2. artificially generated electrical current including electric arcing that disturbs electrical devices appliances or wires
3. Explosion or Collapse of steam boilers steam pipes steam engines or steam turbines owned or leased by You or operated under Your control
4. Damage to steam boilers steam pipes steam engines or steam turbines caused by or resulting from any condition or event inside such boilers or equipment not otherwise excluded or
5. Damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such equipment not otherwise excluded
6. operator error
7. damage caused by materials being processed

If an initial Accident causes other Accidents all will be considered one Accident All Accidents that are the result of the same event will be considered one Accident

### Breakdown

The actual breaking failure distortion or burning out of any part of the Covered Equipment whilst in ordinary use arising from defects in the Covered Equipment causing its sudden stoppage and necessitating repair or replacement before it can resume work

Fracturing of any part of the Covered Equipment by frost when such fracture renders the Covered Equipment inoperative

The actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary

### Collapse

The sudden and dangerous distortion (whether or not attended by rupture) of any part of the Covered Equipment caused by crushing stress by force of steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents)

### Computer Equipment

Property Insured that is electronic computer or other data processing equipment including media and peripherals used in conjunction with such equipment

### Covered Equipment

Property Insured built to operate under vacuum or pressure other than weight of contents or used for the generation transmission or utilisation of energy

None of the following is Covered Equipment

1. structure foundation masonry brickwork cabinet compartment or air supported structure or building
2. insulating or refractory material

3. sewer piping underground vessels or piping or piping forming a part of a sprinkler system
4. water piping other than boiler feedwater piping boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system
5. vehicles aircraft floating vessels or any equipment mounted on such vehicle (other than vehicle recovery cranes or equipment) aircraft or floating vessel
6. mobile plant and equipment (other than fork lift trucks used by You at Your Premises) dragline excavation or construction equipment
7. equipment manufactured by You for sale
8. tools dies cutting edges crushing surfaces trailing cables non metallic linings driving belts or bands or any part requiring periodic renewal
9. any electronic equipment other than Computer Equipment used for research diagnostic treatment experimental or other medical or scientific purposes
10. any Production or Process Equipment
11. domestic laundry kitchen audio visual and home entertainment equipment when such equipment is used in private living quarters
12. equipment owned by tenants of Yours

### **Explosion**

The sudden and violent rending of the Covered Equipment by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents) causing bodily displacement of any part of the Covered Equipment together with forcible ejection of the contents

### **Media**

All forms of electronic magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment

### **Verified**

Checked for accuracy and integrity to ensure a precise match with the source data and capable of restoration

### **Production or Process Equipment**

Any machine or apparatus which processes forms cuts shapes grinds or conveys raw materials materials in process or finished product including any equipment forming a part of the dedicated power supply driving or controlling mechanism for such machine or apparatus

## **Cover**

We will indemnify you in respect of Damage caused by or resulting from an Accident to Covered Equipment owned by You or for which You are responsible in respect of Property Insured as defined in the Contents Section of this Policy and detailed in the Schedule

### **Extensions**

The following extensions also apply to Damage caused by or resulting from an Accident to Covered Equipment  
These extensions of cover do not provide additional amounts of indemnity

### **Hazardous Substances**

We will indemnify You in respect of the additional cost to repair or replace Covered Equipment because of contamination by a hazardous substance This includes the additional expenses to clean up or dispose of such property Hazardous substance means any substance other than ammonia that has been declared to be hazardous to health by a governmental agency Additional costs mean those beyond what would have been required had no hazardous substance been involved

The maximum amount We will pay in respect of this Extension including any actual Business Interruption sustained shall be £10,000

#### **Computer Equipment Reinstatement of Data and Increased Costs of Working**

1. We will indemnify You for Damage caused by or resulting from an Accident to Computer Equipment
2. In addition We shall indemnify You for costs incurred in reinstating data lost or damaged in consequence of an Accident to Computer Equipment  
Provided that
  - a. liability is limited solely to the cost of reinstating data onto Media
  - b. We will not indemnify You for any losses discovered later than six months after the loss was initiated
  - c. Our liability shall not exceed £25,000 in respect of such costs
  - d. We will not indemnify You for Damage to software
  - e. We will not indemnify You under this Additional Coverage for costs more specifically described under the Increased Costs Of Working coverage
3. In addition We will pay reasonable costs necessarily incurred in minimising or preventing the resulting interruption or interference to Your computer operations Our total liability in any one Period of Insurance shall not exceed £25,000 in respect of such additional costs

We will not be liable for more than £100,000 in aggregate for Damage under this coverage including actual loss of Business Interruption sustained

#### **Business Interruption**

Our liability for loss as described under the Loss of Income section that is caused by an Accident to Covered Equipment shall not exceed £100,000.

#### **Public Authorities/Law or Ordinance**

If an Accident to Covered Equipment damages a building that is covered under this Policy and the loss is increased by enforcement of any public authority ordinance or law in force at the time of the Accident that regulates the construction or repair of buildings or establishes zoning or land use requirements We shall indemnify You for the following additional costs to comply with such ordinance or law

1. Your actual expenditures for the cost to demolish and clear the site of undamaged parts
2. Your actual expenditures for increased costs to repair rebuild or construct the building If the building is repaired or rebuilt it must be intended for similar use or occupancy as the current building unless otherwise required by zoning or land use ordinance or law
3. loss as described under the Loss of Income Section of the Policy caused by loss covered in (1) or (2) above

We will not indemnify You for

- a. any fine
- b. any liability to a third party
- c. any increase in loss due to a hazardous substance (other than as specifically insured under Hazardous Substances Extension above) or
- d. increased construction costs until the building is actually repaired or replaced.

This additional coverage is within and does not increase the Limit of Indemnity shown in the Schedule

#### **Expediting Expenses**

With respect to damaged Covered Property We shall indemnify You for the reasonable extra cost to make temporary repairs and expedite permanent repairs or permanent replacement

The maximum We shall pay in respect of this extension shall be £20,000

#### **Hire of Substitute Item**

If Covered Equipment is damaged as a result of an Accident We will also indemnify You against the cost of hire charges actually incurred by You during the Period of Insurance for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged

The maximum We will pay in respect of this extension shall be £5,000

#### **Loss of Contents**

The insurance under this Section extends to include loss of the contents of oil storage tanks belonging to or for which You are responsible at the Premises by

1. Escape of Contents - leakage discharge or overflow from the oil storage tanks caused by or resulting from an Accident
2. Contamination - contamination of the contents of the oil storage tanks caused by or resulting from an Accident

including cleaning costs incurred as a result of such loss

This extension excludes

- a. Damage caused by fire howsoever the fire may have been caused
- b. Damage resulting from corrosion erosion or wasting
- c. contamination of the contents resulting from
  - i. the natural settling separation or accumulation of fluids or materials constituting the normal contents
  - ii. the deliberate use of fluids or materials in the oil storage for cleaning flushing or similar purposes
- d. loss sustained whilst oil storage tanks are in transit between Premises
- e. costs or expenses arising from pollution or contamination of property not covered by this Extension

The maximum We will pay in respect of any one Accident or series of Accidents arising out of one occurrence shall be £5,000

#### **Loss Avoidance Measures**

Reasonable costs necessarily incurred by You to take exceptional measures to prevent or mitigate impending Damage to Covered Equipment as a result of an Accident

Provided that

1. Damage would be reasonably be expected if such measures were not implemented
2. We are satisfied that Damage has been avoided or mitigated by means of the exceptional measures
3. the amount payable will be limited to the cost of Damage which would have otherwise occurred
4. the terms conditions and exclusions of this Section and the Policy apply as if Damage has occurred
5. if Damage had occurred it would have resulted in a claim that would have been accepted by Us under this Section of the Policy

The maximum We will pay in respect of any Period of Insurance shall be £5,000

#### **Special Conditions**

##### **Precautions**

You shall exercise due diligence in

1. complying with any statute or order
2. ensuring that insured items are properly maintained and used in accordance with manufacturers recommendations and in taking reasonable precautions to prevent Damage



**Back Up Records**

You shall maintain a minimum of 2 generations of verified back-up computer records taken at intervals no less frequently than 48 hours one copy as a minimum being held off site and take all reasonable precautions to store and maintain records in accordance with the makers recommendations

## Exceptions

We will not be liable for Damage caused by or resulting from

1. a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
2. any defect virus loss of data (other than as specifically provided for under Computer Equipment Reinstatement of Data and Increased Costs of Working Extension) or other situation within media or
3. depletion deterioration corrosion erosion wear and tear or other gradually developing conditions but if loss or damage from an Accident results We shall be liable for that resulting loss or damage
4. loss due to solidification or biological activity or spontaneous chemical reaction in the contents of tanks or materials being processed

We will not be liable for Damage recoverable under the maintenance agreement or any Warranty or Guarantee or which would be recoverable but for breach of Your obligations under the agreement

With respect to Business Interruption We will not be liable for delay in resuming operations due to the need to reconstruct or re-input data or programs on media.

# Money and Personal Accident Assault Section

## Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

### **Bodily Injury**

Bodily Injury by violent and visible means which directly and independently of any other cause results in death or disablement

### **Business Hours**

Your normal working hours and any other period which You Your Employee(s) director(s) or partner(s) entrusted with Money is on the Premises in connection with the Business

### **Loss of Limb**

Physical separation of one or more limbs at or above the wrist or ankle or permanent and total loss of use of one or more hands arms legs or feet

### **Non-Negotiable Money**

Crossed cheques crossed giro cheques stamped National Insurance Cards crossed money orders crossed postal orders crossed bankers drafts crossed warrants national savings certificates premium savings bonds unexpired units in franking machines credit card sales vouchers debit card sales vouchers VAT purchase invoices

## Cover (a) Money

We will indemnify You in respect of

1. loss of Money which
  - a. belongs to You
  - or
  - b. You are responsible for

whilst in connection with the Business up to the Limit of Liability set against each item below and as detailed in the Schedule

item:	Limit of Liability
Non-Negotiable Money	As stated in the Schedule
Money other than Non-Negotiable Money	
a. in transit or in a bank night safe and thereafter within the bank premises until at the banks risk	As stated in the Schedule
b. on contract sites whilst You or any Employee is working there	As stated in the Schedule
c. at Your home or the home of any Employee director or partner	As stated in the Schedule
Money other than Non-Negotiable Money on the Premises	
a. during Business Hours	As stated in the Schedule
b. contained in a locked safe or strongroom outside Business Hours	As stated in the Schedule
c. not contained in a locked safe or strongroom outside Business Hours	As stated in the Schedule
d. money in any gaming amusement or vending machine	£300

2. loss or damage to
  - a. any bag case or waistcoat owned by You or for which You are responsible being used for carrying Money following theft or attempted theft therefrom up to a limit of £1,000 any one occurrence
  - b. clothing and personal effects belonging to You or any of Your partners directors or Employees up to a limit of £500 per person following theft or attempted theft of Money away from the Premises

## Exceptions

We shall not indemnify You in respect of loss destruction or damage

1. arising from fraud or dishonesty of any of Your directors partners or Employees unless discovered and reported to the Police and Us in writing within 7 days after the event
2. which but for the existence of this Section would have been covered by a Fidelity Guarantee policy except for any excess beyond the amount recoverable thereunder
3. due to errors or omissions
4. from unattended vehicles being any vehicle with no person in charge or keeping the vehicle under observation and able to observe or prevent any attempt by any person to interfere with the vehicle
5. from automated teller machines
6. outside Great Britain Northern Ireland the Channel Islands and the Isle of Man
7. due to sendings by unregistered post

## Cover (b) Assault

We will pay for compensation as detailed in the Schedule to You for Bodily Injury to a Person-Insured caused by robbery theft or attempted theft which happens in the course of the Business and results in any of the Contingencies detailed below

## Contingencies

1. death (which shall not be presumed by disappearance of the Person-Insured) occurring within 104 weeks of Bodily Injury
2. disablement occurring within 104 weeks of Bodily Injury being
  - a. total and permanent loss of all sight in one or both eyes or
  - b. total Loss of Limb
3. permanent total disablement which after 104 weeks of Bodily Injury prevents the Person-Insured from pursuing any occupation
4. total disablement which within 104 weeks of Bodily Injury which prevents the Person-Insured from pursuing their normal occupation
5. partial disablement which within 104 weeks of Bodily Injury prevents the Person-Insured from pursuing a substantial part of their normal occupation
6. incurred medical expenses

## Clauses

Amounts payable

1. We will pay
  - a. weekly compensation at 4 weekly intervals
  - b. compensation under Contingencies 4 and 5 for a maximum of 104 weeks from the date that the disablement started
2. weekly benefit being paid for the same Bodily Injury will end if We pay compensation under Contingencies 1 - 3
3. insurance will end for the Person-Insured if We pay compensation under Contingencies 1 – 3

**Medical Evidence**

In the event of any disablement the Person-Insured must immediately place himself/herself under the care of a qualified medical practitioner and as often as may be required must submit to medical examination at Our expense

## Conditions Precedent and Endorsements

This Section is subject to Conditions Precedent and any Endorsements as stated in the Schedule as applying

**Conditions Precedent**

It is a condition precedent to liability that

**Accompaniment Limits**

Whenever Money (other than Non-Negotiable Money) is in transit it is to be accompanied by the following numbers of authorised persons between the ages of 18 and 65

Amount of Money in transit at any one time	Accompaniment Requirement
Up to £3,000	1 person
Over £3,000 up to £6,000	2 persons
Over £6,000 up to £12,000	3 persons
Over £12,000	Approved security company

Our maximum amount payable in respect of any item insured under this Section is the limit stated in the Schedule

**Keys Clause**

All keys or notes of combinations of safes or strongrooms shall be in Your custody or that of an authorised Employee during Business Hours and not left in the Premises out of Business Hours

**Cash Tills**

All cash till drawers after Business Hours be either left open or removed from the till with their contents elsewhere

# Legal Liabilities Section

## Section Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

### Asbestos

crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those materials fibres or particles of Asbestos or any material containing Asbestos or Asbestos dust

### Costs and Expenses

Costs and Expenses shall be deemed to mean

1. costs and expenses of claimants for which You are legally liable and which may be the subject of indemnity under this Section
2. other costs and expenses incurred with Our written consent in respect of any claim which may be the subject of indemnity under this Section
3. legal costs and expenses incurred with Our written consent for representation by You at
  - a. any proceedings brought in any court arising out of any alleged breach of a statutory duty resulting in Injury
  - b. any coroners inquest or inquiry in respect of any death which may be the subject of indemnity under this Section

### Compensation

damages including interest

### Event

Any accident or occurrence including continuous or repeated exposure to substantially the same general conditions which results during the Period of Insurance in Injury or Damage to Property All Events or series of Events consequent on one cause shall be regarded as one Event for the purposes of this Policy

### Limit of Indemnity

The limit as specified in the Schedule including all costs and expenses

### Offshore

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform whilst on any offshore rig or offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or offshore platform

### Product Supplied

Any product or thing including packaging containers instructions and labels sold supplied erected repaired altered treated installed tested serviced or delivered by or through You in the course of the Business within the Geographical Limits

### Geographical Limits

- A. anywhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands other than Offshore
- B. elsewhere in the world (other than Offshore) for temporary visits by non-manual employees in connection with the Business undertaken by You or any of Your directors or Employees normally resident in (A) above
- C. elsewhere in the world in respect of any Product Supplied (other than those to Your knowledge sold supplied erected repaired altered treated or installed by You in or for delivery or use in the United States of America or Canada)

# Employers Liability Sub-Section

## Cover

We will indemnify You against all sums that You become legally liable to pay as Compensation including Costs and Expenses in respect of Injury sustained by any Employee caused during the Period of Insurance within the Geographical Limits and arising out of employment by You in the course of the Business

### Limit of Indemnity

Our liability for Compensation and Costs and Expenses payable under this Sub-Section in respect of any claim or series of claims against You as a result of or arising out of one Event shall not exceed the Limit of Indemnity

### Right of Recovery

The indemnity provided under this Sub-Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain Northern Island the Channel Islands or the Isle of Man You must repay to Us all sums paid by Us that We would not have been liable to pay but for the provisions of such law

## Extensions to this Sub-Section

The following Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

### Injuries to Working Partners

In respect of Injury sustained by any working partner or proprietor We will deem such person under this Sub-Section to be an Employee provided that We will only be liable where

1. the Injury is sustained whilst such working partner or proprietor is working in connection with the Business
2. the Injury is caused by the negligence of another working partner proprietor or Employee whilst working in the Business
3. the injured working partner or proprietor has a valid right of action in negligence against the working partner proprietor or Employee responsible for such Injury

### Unsatisfied Court Judgments

This Sub-Section extends to include the following

In the event of Injury sustained by any Employee caused during the Period of Insurance within the Geographical Limits and arising out of employment by You in the course of the Business which results in a judgment for Compensation being obtained by the Employee or the personal representatives of the Employee and which remains unsatisfied in whole or part six months after the date of such judgment We will at Your request pay to the Employee or the personal representatives of the Employee the amount of any such Compensation and any costs awarded to the Employee or the personal representatives of the Employee to the extent that they remain unsatisfied provided that

1. the judgment for Compensation is obtained
  - a. in a court of law within Great Britain Northern Island the Channel Islands or the Isle of Man
  - b. against a company partnership or individual other than You conducting a business at or from premises within the territories described in (a) above
2. there is no appeal outstanding
3. if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee must assign the judgment to Us

## Exceptions to this Sub-Section

The following exceptions apply to this Sub-Section and should be read in conjunction with the General Exceptions

### Vehicles

We will not provide indemnity in respect of any legal liability for which compulsory motor insurance or security is required in accordance with any road traffic legislation within the European Union

## Public Liability Sub-Section

### Cover

We will indemnify You against all sums that You become legally liable to pay as Compensation including Costs and Expenses in respect of

1. accidental Injury to any person
2. accidental loss of or damage to Property
3. accidental nuisance or trespass obstruction loss of amenities or interference with any right of way light air or water

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

### Limit of Indemnity

Our liability for Compensation payable under this Sub-Section in respect of any claim or series of claims against You as a result of or arising out of one Event shall not exceed the Limit of Indemnity

Costs and Expenses payable under this Sub-Section will be paid in addition to the Limit of Indemnity except that in respect of any claim brought in the United States of America, any territory within its jurisdiction or the Dominion of Canada the Limit of Indemnity shall be the maximum amount payable including Costs and Expenses.

## Extensions to this Sub-Section

The following Sub-Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

### Contingent Motor Liability

Notwithstanding Exception (4) of this Sub-Section We will indemnify You in respect of legal liability arising out of the use in the course of the Business of any motor vehicle not belonging to or provided by You anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that this indemnity shall not apply

1. in respect of Damage to the vehicle or to any property conveyed therein
2. whilst the vehicle is being driven by You or any person with Your general consent who to Your knowledge or any one on Your behalf does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
3. in respect of which You are entitled to indemnity under any other insurance
4. in respect of liability arising from circumstances in which it is compulsory for You to insure or provide security in respect of such vehicles as a requirement of relevant road traffic legislation

### Damage to Leased or Rented Premises

Notwithstanding Exception (2) of this Sub-Section We will indemnify You in respect of legal liability for loss of or damage to premises (or fixtures or fittings thereof) hired or rented to You provided that this extension shall not apply to liability in respect of

1. legal liability arising under agreement unless legal liability would have attached to You in the absence of such agreement

2. the first £500 in respect of any claim caused otherwise than by fire or explosion

#### **Data Protection Act 1998**

We will indemnify You and at Your request any of Your directors or partners or Employees against all sums which You or any of Your directors or partners or Employees become(s) legally liable to pay as Compensation together with Costs and Expenses under Section 13 of the Data Protection Act 1998 caused in connection with the Business during the Period of Insurance provided that You are

1. a registered user in accordance with the terms of the Act
2. not in business as a computer bureau

The total amount payable including all Costs and Expenses under this Extension in the aggregate any one Period of Insurance is limited to £250,000

The indemnity provided by this Extension shall not apply to

- a. legal liability caused by any deliberate act or omission by You the result of which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission
- b. legal liability caused by any act of fraud or dishonesty
- c. the Costs and Expenses of rectifying rewriting or erasing data
- d. legal liability arising from the recording processing or provision of data for reward or to determine the financial status of any person
- e. the payment of fines or penalties
- f. claims which arise out of circumstances notified to previous insurers or known to You at inception of this Policy
- g. legal liability where indemnity is provided by any other insurance

#### **Defective Premises Act**

We will indemnify You in respect of legal liability in respect of accidental Injury or accidental loss of or damage to Property incurred by virtue of Section 3 of the Defective Premises Act 1972 or of Section 5 of the Defective Premises (Northern Ireland) Order 1975 provided that

1. such liability is not otherwise insured
2. We will not be liable in respect of
  - a. damage to that part of such premises on which You or anyone on Your behalf has worked if such damage directly results from such work
  - b. the cost of remedying any defect or alleged defect in the premises disposed of by you

#### **Employees and Visitors Personal Belongings**

Notwithstanding Exception (2) of this Sub-Section We will indemnify You in respect of legal liability for accidental damage to the vehicles and personal belongings of Your directors partners Employees and visitors which are in Your custody or control

We will not provide indemnity where this Property is

1. loaned leased hired or rented to You
2. stored for a fee or other consideration
3. in Your custody or control for the purposes of being worked upon

#### **Obstructing Vehicles**

Notwithstanding Exception (4) of this Sub-Section Where any vehicle is causing an obstruction and interfering with the performance of the Business We will indemnify You in respect of legal liability for accidental Injury or accidental loss of or damage to Property arising from the movement of such vehicle by the You or any Employee with Your general consent of the or the application of a wheel clamp to the vehicle provided that



1. if such obstructing vehicle is being moved on a road within the meaning of the Road Traffic Acts, such use will be restricted solely to the minimum movement of the vehicle required to obtain access to or exit from the Policyholder's Premises
2. if a wheel clamp is attached to a vehicle a bold warning notice to this effect will be attached to the windscreen of such vehicle.

This Indemnity will not apply in respect of liability arising from circumstances in which it is compulsory for You to insure or provide security in respect of such vehicles as a requirement of relevant road traffic legislation

#### **Overseas Personal Liability**

We will indemnify You and if You so request any of Your directors partners or Employees or spouse or civil partner of such person against legal liability incurred in a personal capacity whilst temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man but excluding the United States of America or Canada in connection with the Business

The indemnity will not apply to legal liability

1. arising out of the ownership or occupation of land or buildings
2. in respect of which any person referred to above is entitled to indemnity under any other insurance

## **Exceptions to this Sub-Section**

The following exceptions apply to this Sub-Section and should be read in conjunction with the General Exceptions

We will not indemnify You against legal liability in respect of

1. Injury to any Employee
2. loss of or damage to Property belonging to You held in trust by You or in Your custody or control or which is leased let rented hired or lent to You
3. the costs of remedying any defect or alleged defect in land or premises sold or disposed of by You or for any reduction in value thereof
4. the ownership possession or use by You or on Your behalf of any craft (air or waterborne) or mechanically propelled vehicles (including power assisted cycles) other than mechanically-propelled garden implements used within the grounds of Your Premises
5. any advice treatment design formula or specification provided by You or on Your behalf for a fee or in circumstances where a fee would normally be charged
6. professional services rendered
7. the Excess shown in the Schedule in respect of each and every claim for damage to Property
8. liability arising out of Product Supplied after they have ceased to be in Your custody or control other than
  - a. food or drink sold or supplied for consumption by Your directors partners Employees or visitors
  - b. the disposal of furniture and office equipment originally intended solely for use by You in connection with the Business and which is no longer required for that purpose
9. any liquidated damages fine or penalty
10. punitive exemplary aggravated or restitutionary damages or any additional damages resulting from the multiplication of compensatory damages

## Products Liability Sub-Section

### Cover

We will indemnify You against all sums that You become legally liable to pay as Compensation including Costs and Expenses in respect of

1. accidental Injury to any person
2. accidental loss of or damage to Property

and occurring during the Period of Insurance within the Geographical Limits caused by any Product Supplied

### Limit of Indemnity

Our liability for Compensation payable in respect of any claim or series of claims against You as a result of or arising out of one Event and in the aggregate in any one Period of Insurance shall not exceed the Limit of Indemnity

Costs and Expenses payable under this Sub-Section will be paid in addition to the Limit of Indemnity except that in respect of any claim brought in the United States of America, any territory within its jurisdiction or the Dominion of Canada the Limit of Indemnity shall be the maximum amount payable including Costs and Expenses

### Extensions to this Sub-Section

The following Sub-Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

#### Consumer Protection Act Costs

We will indemnify You and at Your request any director partner or Employee in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of The Consumer Protection Act 1987 provided that

1. the proceedings relate to an offence alleged to have been committed in the course of the Business and during the Period of Insurance
2. We will not indemnify You in respect of
  - a. fines or penalties
  - b. costs and expenses insured by any other policy
  - c. proceedings consequent upon any deliberate management decision act or omission of management

The maximum amount We will pay shall not exceed the Limit of Indemnity

### Exceptions to this Sub-Section

The following exceptions apply to this Sub-Section and should be read in conjunction with the General Exceptions

We will not indemnify You against legal liability in respect of

1. Injury to any Employee
2. loss of or damage to Property belonging to You held in trust by You or in Your custody or control or which is leased let rented hired or lent to You
3. any advice treatment design formula or specification provided by You or on Your behalf for a fee or in circumstance where a fee would normally be charged
4. professional services rendered
5. loss of or damage to any Product Supplied or for the costs of recall removal repair alteration replacement or reinstatement of such Product Supplied caused by any defect therein or the unsuitability thereof for its intended purpose

6. any Product Supplied which to Your knowledge is for use in or on any aircraft missile or for aviation or aerospace purposes or for the safety or navigation of marine craft of any sort
7. any liquidated damages fine or penalty
8. punitive exemplary aggravated or restitutionary damages or any additional damages resulting from the multiplication of compensatory damages
9. any Product Supplied which is in Your custody or control

## Extensions applicable to Legal Liabilities Section

The following Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

### Additional Persons Insured

We will indemnify

1. in the event of the death of any person entitled to indemnity under this Section the deceaseds legal representatives but only in respect of legal liability incurred by such deceased person
2. at Your request
  - a. any of Your directors partners or Employees in respect of legal liability arising in connection with the Business provided that You would have been entitled to indemnity under this Section if the claim had been made against You
  - b. any officer committee or member of Your canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capabilities as such
  - c. any of Your directors or senior officials in respect of private work undertaken by any Employee for that director or senior official

Provided that

1. such persons are not entitled to indemnity under any other policy covering such liability
2. each person will as though they were You observe fulfil and be subject to the terms of this Policy insofar as they can apply
3. We shall retain sole conduct and control of any claim
4. where We are required to indemnify more than one party Our total liability shall not exceed the relevant Limit of Indemnity

### Compensation for Court Attendance

In the event of any director partner or Employee attending court as a witness at Our request in connection with any claim made against You We will provide compensation to You up to a maximum of £250 per day on which attendance is required

### Contractual Liability and Indemnity to Principal

Notwithstanding the Liability under Contract or Agreement Exception to this Section We will indemnify You under the Employers Liability and Public Liability Sub-Sections in respect of Injury or loss of or damage to Property as follows

To the extent that any contract or agreement entered into by You with any Principal so requires We will indemnify You against liability assumed by You and the Principal in like manner to You in respect of the liability of the Principal where the liability arises out of the performance by You of such contract or agreement provided that

1. the conduct and control of claims is vested in Us
2. the Principal shall observe fulfil and be subject to the terms of this Policy so far as they apply
3. the indemnity shall not apply in respect of liquidated damages or any penalty clause
4. the indemnity granted under the Employers Liability Sub-Section shall only apply in respect of liability to any person who is an Employee of Yours
5. the indemnity shall not apply in respect of loss or damage against which You are required to effect insurance under the terms of the Joint Contracts Tribunal Standard of Building Contract 1963 Edition Clause 19 (2) (a)

1980 Edition Clause 21.2.1 or any subsequent amendments thereof or any form of contract requiring a similar indemnity

6. where indemnity is granted to any Principal We will treat each Principal and You as though a separate policy had been issued to each of them provided that the total amount of indemnity payable to all parties shall not exceed the Limit of Indemnity of any Sub-Section of this Section

For the purpose of the extension Principal means the other party to a contract or agreement for whom You are undertaking work or service or providing a Product Supplied where such party is responsible for setting out the terms of the contract or agreement

#### **Corporate Manslaughter and Corporate Homicide Act 2007**

We will indemnify You in respect of legal costs and expenses with Our written consent and costs awarded against You arising in connection with any criminal proceedings (including an appeal against any conviction resulting from such proceedings) as a result of a charge or investigations in connection with an offence committed or alleged to have been committed under during the Period of Insurance and in the course of the Business under Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the Channel Islands or the Isle of Man provided that

1. the Company's liability under this Extension shall be limited to a maximum amount of £1,000,000 any one occurrence and in the aggregate in any one Period of Insurance
2. this Extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
3. the Company must consent to the appointment of any solicitor or counsel, acting on behalf of the Insured
4. the Insured shall immediately notify the Company of receipt of any summons or other process, served upon the Insured, which may give rise to proceedings arising from the cover under this Extension
5. before We consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by the Us shall be supplied by You.

We will not indemnify You if

- a You have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide
- b For any fines or penalties of any kind
- c Where the Insured can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide from any other source or insurance or where but for the existence of this Extension the Insured would have obtained indemnity from any other source or insurance.

#### **Cross Liabilities**

If more than one insured is referred to in the Schedule We will treat each party as if a separate Policy had been issued to each provided that the total amount of indemnity payable to all parties in respect of Compensation together with Costs and Expenses does not exceed the Limit of Indemnity under any Sub-Section of this Section

#### **Health and Safety at Work Costs**

We will indemnify You and at Your request any director partner or Employee in respect of legal costs and expenses with Our written consent and costs awarded against You or any director partner or Employee arising in connection with any criminal proceedings (including an appeal against any conviction resulting from such proceedings) as a result of an offence committed or alleged to have been committed during the Period of Insurance and in the course of the Business under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that

1. the proceedings relate to the health safety or welfare of Employees
2. We will not indemnify You for
  - a. fines or penalties

- b. costs and expenses insured by any other policy
- c. proceedings consequent upon a deliberate management decision act or omission of management

The maximum amount We will pay shall not exceed the Limit of Indemnity under any Sub-Section of this Section

## Exceptions applicable to Legal Liabilities Section

The following exceptions apply to this Section and should be read in conjunction with the General Exceptions

### **Asbestos**

We will not provide indemnity in respect of

- 1. exposure to
- 2. inhalation of
- 3. fears of the consequences of exposure to or inhalation of
- 4. 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 Asbestos Dust or Asbestos Containing Materials

Except in respect of the Employers Liability Sub-Section to the extent that it is necessary to comply with the minimum requirements of the law within Great Britain Northern Ireland the Isle of Man or the Channel Islands relating to compulsory insurance of liability to Employees

### **Pollution or Contamination** (applicable to Public and Products Liability Sub-Sections)

We will not indemnify You in respect of Pollution or Contamination

- 1. occurring in the United States of America or Canada or dependency or trust territory
- 2. occurring elsewhere unless caused by a sudden identifiable unintentional and unexpected incident which takes place in its entirety at a specific moment in time and place during the Period of Insurance

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

Our liability for all Compensation together with Costs and Expenses payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance will not exceed in the aggregate the Limit of Indemnity shown in the Schedule in respect of any Sub-Section of this Section

For the purpose of this exception and limitation "Pollution or Contamination" shall be deemed to mean

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

### **Liability under Contract or Agreement**

We shall not indemnify You against liability which is assumed by You by agreement unless such liability would have attached in the absence of such agreement

# Essential Business Legal Expenses Section

This Section is only operative if specified in the Schedule.

## Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section and should also be read in conjunction with the General Definitions at the start of the Policy.

### Appointed Advisor

The solicitor accountant or other advisor appointed by Us to act on behalf of the Person-Insured under the terms of the Section.

### Collective Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between the Appointed Advisor and Us to pay their professional fees on the basis of 'no win no fee'.

### Conditional Fee Agreement

A legally enforceable agreement between the Person-Insured and the Appointed Advisor for paying their professional fees on the basis of 'no win no fee'.

### Employee

A worker who has or alleges they have entered into a contract of service with You provided they have been declared to Us and not as stated in the General Definitions of this Policy.

### Legal Costs and Expenses

1. Reasonable legal costs and disbursements reasonably and proportionately incurred by the Appointed Advisor on the Standard Basis and agreed in advance by Us. The term 'standard basis' can be found within the Courts' Civil Procedure Rules Part 44.
2. In civil claims other side's costs, fees and disbursements where the Person-Insured has been ordered to pay them or pays them with Our agreement.
3. Reasonable accountancy fees reasonably incurred under Insured Event 4 by the Appointed Advisor and agreed by Us in advance.
4. Your employee's basic wages or salary under Insured Event 9 in the course of their employment with You while attending court or tribunal at the request of the Appointed Advisor or whilst on jury service where You do not pay for time lost and lost wages or salary cannot be claimed back from the court or tribunal.
5. The professional fees and expenses of an Appointed Advisor selected by Us to reduce the actual or anticipated adverse or negative publicity or media attention directed towards You under Insured Event 11.

### Person- Insured

1. You or any of Your partners directors or Employees aged not less than 16 years nor more than 75 years.
2. The estates heirs legal representatives or assigns of any persons mentioned in 1. in the event of such person dying.
3. A person declared to Us who is contracted to perform work for You who is in all other respects insured by You on the same basis as Your other Employees and who performs work under Your supervision.

### Reasonable Prospects of Success

1. Other than as set out in 2. and 3. below, a greater than 50% chance of the Person-Insured successfully pursuing or defending the claim and if the Person-Insured is seeking damages or compensation a greater than 50% chance of enforcing any judgment that might be obtained.
2. In criminal prosecution claims where the Person-Insured

- a. pleads guilty a greater than 50% chance of successfully reducing any sentence or fine or
  - b. pleads not guilty a greater than 50% chance of that plea being accepted by the court.
3. In all claims involving an appeal a greater than 50% chance of the Person-Insured being successful.

### **Small Claims Court**

A court in England and Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999. A court in Scotland that uses the small claims procedure as set out by the Act of Sederunt (Small Claims) Rules 2002. A court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the United Kingdom where this Section of the Policy applies.

### **Territorial Limit**

For Insured Events 6, 7 and 12 the United Kingdom Channel Islands Isle of Man Norway Switzerland and countries in the European Union. For all other Insured Events the United Kingdom Channel Islands and the Isle of Man.

## **Cover**

For those Insured Events shown in the Schedule We will pay the Person-Insured's Legal Costs and Expenses (and Compensation Awards under Insured Event 2) up to the limit of indemnity and aggregate limit specified in Your Policy Schedule for all claims related by time or originating cause including the cost of appeals subject to all of the following requirements being met.

1. You have paid the insurance premium.
2. The Person-Insured keeps to the terms of the Policy and cooperates fully with Us.
3. The Insured Event arises in connection with the Business shown in the Schedule and occurs within the Territorial Limit.
4. The claim
  - a. always has Reasonable Prospects of Success and
  - b. is reported to Us
    - i. during the Period of Insurance and
    - ii. immediately after the Person-Insured first becomes aware of circumstances which could give rise to a claim under this Section.
5. Unless there is a conflict of interest the Person-Insured always agrees to use the Appointed Advisor chosen by Us in any claim
  - a. to be heard by the Small Claims Court or an Employment Tribunal and/or
  - b. before proceedings have been or need to be issued.
6. Any dispute will be dealt with by a court tribunal Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body.
7. A claim is considered to be reported to Us when We have received the Person-Insured's fully completed claim form.

## **Insured Events Covered**

### **1- Employment**

A dispute between You and Your Employee ex-Employee or a prospective employee arising from a breach or an alleged breach of their

1. contract of service with You and/or
2. related legal rights.

A claim can be made under this Section of the Policy provided that all internal procedures as set out in the

- a. ACAS Code of Practice for Disciplinary and Grievance Procedures or
- b. Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded.

### **What is not insured under Insured Event 1**

Any claim relating to

1. the pursuit of an action by You other than an appeal;
2. redundancy alleged redundancy or unfair selection for redundancy occurring during the first 180 days of this Section of the Policy except where You have had equivalent cover in force up until the start of this Policy;
3. Legal Costs and Expenses for preparation and representation at an internal disciplinary hearing grievance or appeal.

### **2 - Employment Compensation Awards**

Following a claim We have accepted under Insured Event 1 We will pay any

1. basic and compensatory award;
2. Employment Tribunal fees under Schedule 3 of the Employment Tribunals and the Employment Appeal Tribunal Fees Order 2013 awarded against You by a tribunal or
3. an amount agreed by Us in settlement of a dispute;

Provided that

- a. Reasonable Prospects of Success exist for a wholly successful defence throughout and
- b. compensation is agreed through mediation or conciliation or under a settlement approved by Us or awarded by a tribunal judgment after full argument unless given by default

### **What is not insured under Insured Event 2**

Compensation Awards and settlements relating to

1. trade union membership or non-membership industrial or labour arbitration collective bargaining agreements trade union recognition or matters concerning a European Works Council;
2. money due to an Employee under a contract or a statutory provision relating thereto;
3. civil claims or statutory rights relating to trustees of occupational pension schemes.

### **3 – Employment Restrictive Covenants**

1. A dispute with your Employee or ex-Employee which arises from their breach of a restrictive covenant where You are seeking financial remedy or damages

Provided that the restrictive covenant

- a. is designed to protect Your legitimate Business interests and
  - b. is evidenced in writing and signed by Your Employee or ex-Employee
  - c. extends no further than is reasonably necessary to protect the Business interests and
  - d. does not contain restrictions in excess of 12 months.
2. A dispute with another party that alleges that You have breached their legal rights protected by a restrictive covenant.

### **4 -Tax Protection**

1. A formally notified aspect or full enquiry into Your tax affairs or into the personal tax affairs of Your directors and/or partners.
2. A dispute about Your compliance with regulations relating to
  - a. Value Added Tax or
  - b. Pay As You Earn or
  - c. Social Security or
  - d. National Insurance Contributions or
  - e. the Construction Industry Scheme or
  - f. IR35following a compliance check by HM Revenue and Customs.



3. An enquiry into Your tax affairs or into the personal tax affairs of Your directors and/or partners arising from an alleged discovery by HM Revenue and Customs

Provided that

- a. all returns are completed and have been submitted within the statutory timescales permitted;
- b. You keep proper records in accordance with statutory requirements;
- c. in respect of any appealable matter You have requested an Internal Review from HM Revenue and Customs where available.

#### **What is not insured under Insured Event 4**

Any claim relating to

1. tax returns which result in HM Revenue and Customs imposing a penalty or claiming interest or which contain negligent misstatements.
2. an investigation by the Specialist Investigation Branch of HM Revenue and Customs.
3. where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the Person-Insured's financial arrangements.
4. any enquiry that concerns assets monies or wealth outside of Great Britain and Northern Ireland.
5. Your failure to register for VAT.

#### **5 - Property**

A dispute relating to Property which You own or is Your responsibility

1. following an event which causes physical damage to Your Property.
2. following a public or private nuisance or trespass.
3. which You wish to recover or repossess from an Employee or ex-Employee.

#### **What is not insured under Insured Event 5**

Any claim relating to

1. a contract between You and a third party except for a claim under 5. 3.
2. goods in transit or goods lent or hired out.
3. compulsory purchase demolition restrictions controls or permissions placed on land or property by any government local or public authority.
4. a dispute with any party other than the party who caused the damage nuisance or trespass.

#### **6 – Legal Defence**

1. A criminal investigation and/or enquiry by
  - a. the police
  - b. a health and safety authority or
  - c. other body with the power to prosecutewhere it is suspected that an offence may have been committed that could lead to the Person-Insured being prosecuted.
2. An offence or alleged offence which leads to the Person-Insured being prosecuted in a court of criminal jurisdiction.
3. A motor prosecution brought against Your directors and/or partners which does not relate to the Business.

#### **What is not insured under Insured Event 6**

Any claim relating to a parking offence.

#### **7 – Compliance and Regulation**

1. Receipt of a Statutory Notice served against You.
2. Notice of a formal investigation or disciplinary hearing by a professional or regulatory body.
3. A civil action alleging wrongful arrest arising from an allegation of theft.

4. A claim against You for compensation under Section 13 of the Data Protection Act 1998 including compensation awarded against You provided that You are registered with the Information Commissioner.

#### **What is not insured under Insured Event 7**

Any claim relating to

1. the pursuit of an action by You other than an appeal.
2. a routine inspection by a regulatory authority.
3. a Health and Safety Executive Fee for Intervention.

#### **8 – Statutory Licence Appeals**

An appeal against a decision by the relevant authority to alter suspend revoke or refuse to renew Your statutory licence or compulsory registration.

#### **9 – Loss of Earning**

The Person-Insured's absence from work to attend court tribunal arbitration disciplinary hearing or regulatory proceedings at the request of the Appointed Advisor or whilst on jury service which results in loss of earnings.

#### **What is not insured under Insured Event 9**

Any sum which can be recovered from the court or tribunal.

#### **10 – Employees' Extra Protection**

At Your request

1. where civil proceedings are issued against Your Employee
  - a. for unlawful discrimination or
  - b. in their capacity as a trustee of a pension fund set up for the benefit of Your Employees.
2. where Your Employee or a member of their family suffers physical bodily injury or death as a result of a sudden event.
3. a claim arising from personal identity theft targeted at Your directors and/or partners.

#### **What is not insured under Insured Event 10.1 and 10.2**

Any claim relating to

1. defending You;
2. a condition or illness or disease which develops gradually over time.

#### **11 – Crisis Communication**

Following an event which causes Your Business significant adverse publicity or reputational damage which is likely to have a widespread financial impact on Your Business We will

1. liaise with You and Your solicitor (whether the solicitor is an Appointed Advisor under this Section of this Policy or acts on your behalf under any other policy) to draft a media statement or press release and/or
  2. arrange support and represent a Person-Insured at a press conference and/or
  3. prepare communication for Your customers and/or a telephone or website script
- provided that You have sought and followed advice from Our Crisis Communication helpline.

#### **What is not insured under Insured Event 11**

Any claim relating to

1. Legal costs and expenses in excess of £10,000;
2. Matters that should be dealt with through Your normal complaints procedures.

#### **Optional Cover – included when detailed in the Schedule**

#### **12 - Contract and Debt Recovery**

A breach or alleged breach of an agreement or alleged agreement which has been entered into by You or on Your behalf relating to the purchase hire hire purchase lease servicing maintenance testing sale or provision of goods or services provided that if You are claiming for an undisputed debt You have exhausted Your normal credit control procedures.

#### **What is not insured under Insured Event 12**

Any claim relating to

1. an amount which is less than £200;
2. the letting leasing or licensing of land or buildings where You act as the landlord;
3. the sale or purchase of land or buildings;
4. loans mortgages endowments pensions or any other financial product;
5. computer hardware software internet services or systems which;
  - a. have been supplied by You or
  - b. have been tailored to Your requirements;
6. a breach or alleged breach of professional duty by a Person-Insured;
7. the settlement payable under an insurance policy;
8. a dispute relating to an Employee or ex-Employee;
9. adjudication or arbitration.

## **Exceptions Under This Section**

You are not insured for any claim arising from or relating to

1. Legal Costs and Expenses or Compensation Awards incurred without Our consent;
2. any actual or alleged act omission or dispute happening before or existing at the start of this Section of the Policy and which the Person-Insured knew or ought reasonably to have known could lead to a claim ;
3. an allegation against the Person-Insured involving
  - a. assault violence indecent or obscene materials dishonesty malicious falsehood or defamation (except in relation to Insured Event 11)
  - b. the manufacture dealing in or use of alcohol illegal drugs illegal immigration
  - c. offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences);
4. defending a claim in respect of damages for personal injury (other than injury to feelings in relation to Insured Event 1) or loss or damage to Property owned by the Person-Insured;
5. patents copyright passing-off trade or service marks registered designs and confidential information (except in relation to Insured Event 3);
6. a dispute with any subsidiary parent associated or sister company or between shareholders or partners;
7. franchise or agency agreements;
8. a judicial review;
9. a dispute with Us or the party who arranged this cover not dealt with under Arbitration Condition below;
10. the payment of fines penalties or compensation awarded against the Person-Insured (except as covered under Insured Event 2 or 7.4) or costs awarded against the Person-Insured by a court of criminal jurisdiction.

## **Conditions Which Apply to this Section**

Failure to keep to any of these conditions without good reason may lead Us to cancel this Section, refuse a claim or withdraw from an ongoing claim. We also reserves the right to recover Legal Costs and Expenses from the Person-Insured should this occur.

#### **The Person-Insured's responsibilities**

A Person-Insured must

1. tell Us immediately of anything that may make it more costly or difficult for the Appointed Advisor to resolve the claim in Your favour;

2. co-operate fully with Us give the Appointed Advisor any instructions We require and keep them updated with progress of the claim and not hinder them;
3. take reasonable steps to claim back Legal Costs and Expenses and where recovered pay them back to Us;
4. keep Legal Costs and Expenses as low as possible;
5. allow Us at any time to take over and conduct in the Person-Insured's name any claim.

#### **Freedom to Choose an Appointed Advisor**

1. In certain circumstances as set out in 2. below the Person-Insured may choose an Appointed Advisor In all other cases no such right exists and We shall choose the Appointed Advisor.
2. If
  - a. We agree to start proceedings or proceedings are issued against the Person-Insured or
  - b. there is a conflict of interest
 the Person-Insured may choose a qualified Appointed Advisor except where the Person-Insured's claim is to be dealt with by the Employment Tribunal or Small Claims Court where We shall always choose the Appointed Advisor.
3. Where the Person-Insured wishes to exercise the right to choose the Person-Insured must write to Us with their preferred representative's contact details. Where the Person-Insured chooses to use their preferred representative We will not pay more than We agree to pay a solicitor from Our panel.
4. If the Person-Insured dismisses the Appointed Advisor without good reason or withdraws from the claim without Our written agreement or if the Appointed Advisor refuses with good reason to continue acting for the Person-Insured cover will end immediately.
5. In respect of a claim under Insured Event 12 You must enter into a Conditional Fee Agreement (unless the Appointed Advisor has entered into a Collective Conditional Fee Agreement) where legally permitted.

#### **Consent**

The Person-Insured must agree to Us having sight of the Appointed Advisors file relating to the Person-Insured's claim. The Person-Insured is considered to have provided consent to Us or Our appointed agent to have sight of their file for auditing and quality and cost control purposes.

#### **Settlement**

1. We can settle the claim by paying the reasonable value of the Person-Insured's claim.
2. The Person-Insured must not negotiate settle the claim or agree to pay Legal Costs and Expenses without Our written agreement.
3. If the Person-Insured refuses to settle the claim following advice to do so from the Appointed Advisor We reserve the right to refuse to pay further Legal Costs and Expenses.

#### **Barristers Opinion**

We may require the Person-Insured to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the Person-Insured then We will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by Us then We will pay for a final opinion which will be binding on the Person-Insured and Us. This does not affect Your right under Arbitration below.

#### **Arbitration**

If any dispute between the Person-Insured and Us arises from this Section of the Policy the Person-Insured can make a complaint to Us as described in the complaints Section of this Policy and We will try to resolve the matter. If We are unable to satisfy the Person-Insured's concerns and the matter can be dealt with by the Financial Ombudsman Service the Person-Insured can ask them to arbitrate over the complaint. If the dispute cannot be dealt with by the Financial Ombudsman Service it can be referred for independent arbitration by a qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred. If We fail to agree on a

suitable person to arbitrate the matter We will ask the President of the relevant law society to nominate. The arbitration shall be subject the Arbitration Acts and the arbitrator's decision shall be binding on all the parties.

**Acts of Parliament, Statutory Instruments, Civil Procedure Rules and Jurisdiction**

All legal instruments and rules referred to within this Section of the Policy shall include equivalent legislation in Scotland Northern Ireland the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

This Section will be governed by English Law.

# Loss of Income Section

## Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

### **Indemnity Period**

The period beginning with the occurrence of the Damage and ending not later than the number of months stated in the Schedule during which the results of the Business are affected as a result of the Damage

### **Gross Income**

The money paid or payable to You for goods sold and delivered and for services rendered less the cost of stock or materials

### **Additional Increased Cost of Working**

The additional expenditure necessarily and reasonably incurred with Our consent

### **Outstanding Debit Balances**

The money owed to You by Your customers at the date of the Damage taking into account

1. bad debts
2. debit and credit amounts owed and not passed through the books during the period between the last record and the date of the Damage
3. abnormal trading conditions affecting the Business
4. Your last record of amounts owed by customers

## Cover

### **Loss of Gross Income**

If Property used by You at the Premises or elsewhere as specified sustains Damage for which liability has been admitted under the Contents or Buildings Sections causing an interruption of the Business which results in loss of Gross Income We will indemnify You for

1. the amount by which the Gross Income during the Indemnity Period as a result of Damage falls short of the Gross Income which would have been received during the Indemnity Period had no Damage occurred
2. Increased Cost of Working for the sole purpose of avoiding or diminishing the reduction in Gross Income during the Indemnity Period as a result of the Damage not exceeding the sum of the amount of Gross Income thereby avoided

less any sum saved during the Indemnity Period in respect of charges or Business expenses payable out of Gross Income which cease or are reduced as a result of the Damage

3. auditors or accountants charges reasonably incurred for producing and certifying details of a claim under this Section

The total amount payable in respect of any one claim shall not exceed the Sum Insured stated in the Schedule at the time of the Damage

### **Additional Increased Cost of Working**

If Property used by You at the Premises or elsewhere as specified sustains Damage for which liability has been admitted under the Contents or Buildings Sections causing an interruption of the Business We will indemnify You for the Additional Increased Cost of Working other than any amount of Increased Cost of Working payable under Loss of Gross Income above

## Special Conditions

### Automatic Reinstatement of Loss

Unless there is written notice by Us to the contrary in the event of Damage under this Section We shall automatically reinstate the Sum Insured provided that You undertake to pay the appropriate additional premium

### Cessation of Trading

This Section shall be avoided if the Business is wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of the Period of Insurance unless We give Our written consent

### Accounting Adjustments

For the purposes of these definitions any adjustments implemented in current cost accounting will be disregarded

### Value Added Tax

To the extent that You are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax

### First Financial Year

In the event of Damage occurring before expiration of the first financial year of the Business the results of the Business to date of the Damage shall be used as a basis upon which to assess what the Gross Income of the Business for the first financial year would have been had the Damage not occurred

## Cover Extensions

We will also indemnify You in respect of loss as insured under this Section resulting from

### Loss of Book Debts

If Your account books or other Business books or records whilst on Your Premises or temporarily removed to any premises in Great Britain Northern Ireland the Isle of Man or the Channel Islands or in transit between them sustain Damage from any of the Contingencies insured under Contents Section of this Policy which results in Your inability to trace or establish the Outstanding Debit Balances We will pay You

1. the difference between the Outstanding Debit Balances and the total of the amounts received or traced in respect thereof
2. the additional expenditure incurred with Our consent in tracing and establishing customers debit balances after the Damage
3. auditors or accountants charges reasonably incurred for producing and certifying details of a claim under this Section

provided that if the Sum Insured stated in the Schedule is less than the Outstanding Debit Balances the amount payable shall be proportionately reduced

This Loss of Book Debts Extension does not cover loss as a result of

- a. erasure or distortion of information on computer systems or other records
- b. deliberate falsification of business records
- c. mislaying or misfiling of tapes and records
- d. the deliberate act of the public supply undertaking in restricting or withholding electricity supply
- e. wear and tear and gradual deterioration vermin rust damp or mildew
- f. dishonest or fraudulent acts by any of Your Employees

### Special Condition applicable to this Extension

You will record the total amount of Outstanding Debit Balances at least once every seven days and keep a copy

1. in a locked fire-resistant safe or cabinet at the Premises or

2. away from the Premises

The total amount payable in respect of any one claim shall not exceed the Sum Insured stated in the Schedule at the time of the Damage

#### **Prevention of Access**

Damage to property in the vicinity of the Premises caused by any of the Contingencies insured under Contents Section which prevents or hinders use of or access to the Premises

#### **Public Utilities**

Accidental failure of public supplies of electricity gas or water at the terminal ends of the utilities service feeders to the Premises

We will not indemnify You in respect of

1. accidental failure which lasts less than 30 minutes
2. a deliberate act of the supply undertaking unless for the sole purpose of safeguarding life or protecting any part of the supply undertaking system
3. a scheme of rationing unless solely necessitated by accidental Damage to the supply undertakings generating or supply equipment
4. any industrial action or drought

#### **Telecommunications**

Accidental failure of the supply of telecommunication services at the incoming line terminals or receivers at the Premises

We will not indemnify You in respect of accidental failure

1. lasting less than 24 consecutive hours
2. a deliberate act of the supply undertaking unless for the sole purpose of safeguarding life or protecting any part of the supply undertaking system
3. a scheme of rationing unless solely necessitated by accidental Damage to the supply undertakings generating or supply equipment
4. any industrial action or drought or other weather conditions unless equipment has been damaged

The maximum We will pay will be

- a. £250 for each day in respect of any one failure
- b. £2,500 in respect of all failures in any one Period of Insurance

#### **Suppliers**

Damage by any of the Contingencies insured under Contents Section to Property at the premises of any of Your suppliers (other than suppliers of electricity gas water or telecommunication service) within Great Britain Northern Ireland Channel Islands or Isle of Man up to the limit of £10,000 any one Supplier unless otherwise specified in the Schedule

#### **Disease Murder and Defective Sanitation**

the occurrence of

1. Acute Encephalitis Acute Poliomyelitis Anthrax Chickenpox Cholera Diphtheria Dysentery Legionellosis Legionnaires Disease Leprosy Leptospirosis Malaria Measles Meningococcal Infection Mumps Ophthalmia Neonatorum Paratyphoid Fever Plague Rabies Rubella Scarlet Fever Smallpox Tetanus Tuberculosis Typhoid Fever Viral Hepatitis Whooping Cough or Yellow Fever at the Premises
2. murder or suicide at the Premises
3. an accident which causes defects in the drains or other sanitary arrangements at the Premises
4. vermin or pests at the Premises



where use of the Premises is restricted on the advice or order of the competent authority

We will not indemnify You in respect of

- a. costs incurred in cleaning repair replacement recall or checking of property
- b. losses arising from premises other than those directly affected by the occurrence

The maximum We will pay under this extension is £25,000 or the Loss of Income Sum Insured or limit shown in the Schedule whichever is the lower in respect of the total of all losses occurring during the Period of Insurance

**Public Emergency**

the actions or advice of a government or local authority due to an emergency likely to endanger life or property in the vicinity of the Premises which prevents or hinders the use of or access to the Premises excluding

- 1. any incident lasting less than 12 hours
- 2. any period other than the actual period when access to the Premises was prevented
- 3. a Notifiable Human Infectious or Contagious Disease as defined in the current legislation occurring at the Premises

The maximum We will pay under this extension is £25,000 or the Loss of Income Sum Insured or limit shown in the Schedule whichever is the lower in respect of the total of all losses occurring during the Period of Insurance

# Buildings Section

## Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

## Property Insured

The Buildings at the Premises including walls gates fences yards patios terraces car parks hard standings car ports pavements piping ducting cables wires and associated control gear and accessories extending to the public mains but only to the extent of Your responsibility

## Cover

We will indemnify You in the event of Damage to the Property Insured as set out in the Schedule whilst at the Premises caused by any of the following Contingencies

### Standard Contingencies

**Fire** (including subterranean fire) lightning explosion earthquake

**Storm or Flood** but excluding Damage

1. resulting from frost subsidence ground heave or landslip
2. to moveable property in the open
3. attributable solely to change in the water table level
4. to gates and fences

**Impact** by aircraft or other aerial devices or articles dropped from them or by any vehicle train animal falling branch aerial mast or satellite dish

**Riot Civil Commotion Strikes Labour Disturbances or Malicious Persons** excluding

1. loss or damage arising from the cessation of work
2. as regards loss or damage (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation
  - a. loss or damage by theft
  - b. loss or damage in respect of the buildings of any Premises which is Vacant or Disused

**Escape of Water** from any tank apparatus or pipe excluding Damage

1. to Property in any portion of the Premises which is Vacant or Disused
2. to buildings cause by frost other than to internal plumbing installations not in any outbuildings

**Theft or Attempted Theft** but excluding Damage to Property in any portion of the Premises which is Vacant or Disused

**Leakage of Fuel** from any fixed oil heating installation but excluding Damage to Property Insured in any portion of the Premises which is Vacant or Disused

**Leakage of Beverages** from storage containers pipes and apparatus but excluding Damage

1. occasioned by leakage of beverages from bottled stock
2. to Property in any portion of the Premises which is Vacant or Disused

## Optional Contingencies (only applicable if detailed in the Schedule)

### Accidental Damage excluding

1. Damage caused by or resulting from
  - a. any of the Standard Contingencies in this Section
  - b. inherent vice latent defect gradual deterioration the action of light or atmosphere wear and tear faulty or defective design or materials
  - c. faulty or defective workmanship operational error or omission by You Your partners directors or Employees or contracted consultants
  - d. corrosion rust wet or dry rot shrinkage evaporation dampness dryness marring scratching vermin or insects
  - e. change in temperature colour flavour texture or finish
  - f. joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
  - g. mechanical or electrical breakdown derangement or overloading in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates  
but this shall not exclude  
Damage to surrounding property not forming part of the same machine apparatus or equipment
  - h. electrical or magnetic disturbance or erasure of electronic recordings
  - i. settling shrinkage or expansion of foundations walls floors ceilings or roof settlement or bedding down of new structures or extensions subsidence ground heave or landslide
  - j. acts of fraud or dishonesty
  - k. unexplained disappearance unexplained shortage inventory shortage misfiling or misplacing of information
  - l. You voluntarily parting with the title or possession of any Property or rights to Property
  - m. confiscation requisition seizure or destruction by order of the Government or any public authority
  - n. the solidification of molten metal (unless such Damage is directly caused by any of the Contingencies in this Section)
  - o. delay loss of market loss of use or consequential loss or damage of any kind
2. Damage to
  - a. buildings or structures caused by their own collapse or cracking unless resulting from any of the Contingencies not otherwise excluded
  - b. property or structures in the course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
  - c. fixed glass

### Subsidence Ground Heave or Landslip

Subsidence or Ground Heave of any part of the site on which the property stands or Landslip excluding

1. Damage to yards car parks roads pavement swimming pools walls gates and fences unless also affecting a building insured hereby
2. Damage caused by or consisting of
  - a. the normal settlement or bedding down of new structures
  - b. the settlement or movement of made-up ground
  - c. coastal or river erosion
  - d. defective design or workmanship or the use of defective materials
  - e. fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
3. Damage which originated prior to the inception of this cover
4. Damage that has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law
5. Damage resulting from
  - a. demolition construction structural alteration or repair of any property or

- b. groundworks or excavation at the same premises
- 6. the amount of the Excess stated in the Schedule for each and every claim

#### Special Condition

Insofar as this insurance relates to Damage caused by Subsidence Ground Heave or Landslip

1. You shall notify Us immediately You become aware of any demolition groundworks excavation or construction being carried out on any adjoining site
2. We shall then have the right to vary the terms or cancel the cover

## Special Conditions

#### Index Linking

The Sums Insured by this Section are subject to Index Linking

#### Limit of Liability

The maximum amount payable in respect of any item insured under this Section is the Sum Insured stated in the Schedule for each item plus Index Linking

#### Basis of Claims Settlement

The basis of settlement for each and every item under this Section shall be on a Reinstatement Basis

#### Automatic Reinstatement of Loss

We shall in the event of Damage under this Section automatically reinstate the Sum Insured unless there is written notice by Us to the contrary provided that You undertake to pay the appropriate additional premium

#### Workmen

Workmen are allowed in and about the Premises for the purpose of carrying out new works or alterations repairs decorations plant installation or general maintenance and the like without prejudice to the terms and conditions of this Policy

#### Average

Each of the Sums Insured by the Property Insured of this Section are separately subject to Average

#### Excess

We shall not be liable for the amount (or amounts) of the Excess stated in the Schedule for each and every claim at each separate Premises after the application of Average

## Cover Extensions

#### Ground Rent

The insurance by this Section is extended to include up to 2 years ground rent if the Premises are rendered temporarily uninhabitable but only during the period necessary for reinstatement and up to a maximum of 10% of the buildings Sum Insured

#### European Union and Public Authorities

Following Damage as insured under this Section We will pay the additional cost of reinstating the Property Insured necessary to comply with any

1. European Community Legislation
2. Act of Parliament
3. 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 the 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 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 this legislation

The reinstatement of the property

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

If Our liability under this Section is reduced by the application of any terms or conditions 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 item is

1. 15% of the item Sum Insured
- or
2. where the Sum Insured applies to property at more than one premises 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

#### **Underground Services**

We will indemnify You for accidental Damage to underground service pipes and cables at the Premises for which You are responsible as owner of the Premises

#### **Damage by Emergency Services**

We will indemnify You for the cost of restoring any Damage caused to gardens for which you are responsible by the emergency services in attending the Premises as a result of the operation of any Contingency insured under this Section up to a maximum of £10,000 in any Period of Insurance

#### **Capital Additions**

We will indemnify You for

1. any newly acquired buildings and /or newly erected buildings or buildings in the course of erection (excluding any property for which a building contractor is responsible) insofar as the same are not otherwise insured
2. alterations additions and improvements to the buildings but not in respect of any appreciation in value anywhere in Great Britain Northern Ireland the Channel Islands and the Isle of Man provided that
  - a. at any one situation this indemnity shall not exceed 10% of the Sum Insured by this Section or £50,000 whichever is the lesser
  - b. You undertake to give particulars of such Cover Extension as soon as practicable and pay any additional premium required

Following payment of such additional premium the provisos of this Cover Extension are fully reinstated

#### **Contracting Purchasers Interest**

If at the time of Damage You have contracted to sell Your interest in any Property Insured by this Section and the purchase shall not have been but shall be thereafter completed the purchaser on completion of the purchase (if and so far as the property is not otherwise insured against such Damage by him or on his behalf) shall be entitled to benefit under this Section without prejudice to Your and Our rights and liabilities until completion

**Trace and Access**

In event of Damage resulting from the Escape of Water and Leakage of Fuel Contingencies under this Section We will pay the costs necessarily and reasonably incurred in locating the source of such Damage and subsequently making good subject to Our liability under this Extension not exceeding £10,000 any one claim

## Special Clauses

**Removal of Debris**

The Sum Insured for each item includes costs and expenses You incur with Our consent for removing debris from the site of the Premises and the area immediately adjacent dismantling and/or demolishing shoring up or propping of the portion or portions of the Property sustaining Damage by any of the Contingencies

**Clearing of Drains**

Each of the Sums Insured by the Property Insured includes costs and expenses You incur with Our consent for cleaning clearing and/or repairing drains gutters sewers and the like at the Premises for which You are responsible in consequence of Damage by any of the Contingencies insured

**Fees**

Each of the Sums Insured by the Property Insured includes costs and expenses You incur with Our consent for Architects Surveyors Legal and Consulting Engineers Fees necessarily incurred in the reinstatement or repair of the Property Insured consequent upon its Damage but not for preparing any claim

# Loss of Licence Section

## Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

### Loss of Licence

1. forfeiture due to licencing regulations
2. refusal to renew by the licensing authority

due to reasons beyond Your control

### Licence

Licence for the sale of excisable liquor

## Cover

We will pay the reduction in the value of Your interest in

1. the Premises or
2. the Business

following Loss of Licence

The most We will pay is the Limit of Liability stated in the Schedule in addition We will also pay for costs and expenses incurred with Our written consent where You appeal against the Loss of Licence

## Exceptions

We will not pay

1. if You are entitled to obtain payment of compensation under any legislation or Bye-law in respect of refusal to renew the licence
2. where the Loss of Licence arises out of
  - a. any town planning improvement or redevelopment
  - b. a change in law
  - c. compulsory purchase or surrender
  - d. a reduction or redistribution of licences

## Conditions Precedent

The following conditions precedent apply

1. It is a condition precedent to Our liability that You shall notify Us in writing immediately You become aware of any
  - a. complaint against the Business
  - b. proceedings against or conviction of the licence holder manager tenant or occupier of the Premises for any breach of licensing law or any other matter whatsoever where the character or reputation of the person concerned is affected or called into question with respect to their honesty moral standing or sobriety
  - c. change in the tenancy or management of the Business
  - d. transfer or proposed transfer of the licence
  - e. alteration in the purpose for which the Premises is used
  - f. objection to renewal or other circumstances which may endanger the licence or its renewal

immediately give notice in writing to Us and supply such additional information and give assistance as We may reasonably require

2. In the event of Your death bankruptcy or incapacity or desertion of the Premises or conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect to his honesty moral standing or sobriety) of the licence holder tenant manager or occupier You will where practicable and at Our request procure a suitable person to replace him and one to whom the justices will transfer the licence or grant the licence by way of renewal
3. In the event of the licence being forfeited or refused renewal You must
  - a. give notice in writing to Us within 48 hours of receiving knowledge of such event stating the grounds upon which the licence was forfeited or refused renewal
  - b. give all assistance as We may require for the purpose of an appeal against such forfeiture or refusal to renew and allow Our solicitors and Us full discretion in the conduct of such proceedings
  - c. apply if practicable and if required by Us for the grant of such new licence for the same or alternative premises as may enable You to continue the Business in a similar or alternative form
  - d. provide a statement of Your loss if any together with such documents statements and accounts as may be reasonably required by Us to verify the same and also if required by Us make a statutory declaration as to the truth accuracy and comprehensiveness thereof and give Us free access to the Premises and the books and accounts thereof as may be necessary for ascertaining the value of the property and the goodwill of the Business



# Management Liability Portfolio Section

## Directors' and Officers' Liability Including Company Reimbursement Sub-Section

This Sub-Section is only operative if specified in the Schedule

### Definitions

The following Definitions apply to this Sub-Section and shall keep the same meaning wherever they appear in this Sub-Section they should also be read in conjunction with the General Definitions at the start of the Policy

#### Asbestos

crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those materials fibres or particles of Asbestos or any material containing Asbestos or Asbestos dust

#### Bail Costs

Costs incurred with Our prior written agreement to pay for a bond or other financial instrument to guarantee an Insured Person's bail or equivalent in any other jurisdiction

#### Claim

Any written demand or civil criminal regulatory or arbitration proceeding first made against an Insured Person during the Period of Insurance seeking monetary damages or other legal relief or penalty alleging a Wrongful Act

Any Extradition Proceeding made against an Insured Person during the Period of Insurance

#### Crisis Containment Costs

Costs incurred in utilising the services of Chelgate Limited following a Claim to prevent, limit or mitigate the actual or anticipated adverse or negative publicity or media attention of You or any Insured Person

#### Defence Costs

Costs incurred with Our prior written agreement (not to be unreasonably withheld) to investigate settle or defend any Claim made against an Insured Person or to fund an appeal (including any premium paid for an appeal bond or similar bond obtained in relation to it) arising from any judgment decision or award in relation to any Claim

#### Employment Claim

A Claim by any Employee for any actual or alleged wrongful unfair or constructive dismissal discharge or termination of employment breach of written or implied contract employment related misrepresentation wrongful deprivation of a career opportunity failure to grant tenure negligent employee evaluation harassment unlawful discrimination failure to provide adequate employee procedures and policies invasion of privacy or any other Claim as a result of the employment or non-employment by You of any current former or potential Employee

#### Extradition Proceeding

Any proceeding commenced under the provisions of the United Kingdom Extradition Act 2003 or its equivalent in any other jurisdiction including any associated appeals

#### Geographical Limits

Anywhere in the world excluding USA/Canada

**Health and Safety/Manslaughter Claim**

Any Claim against any Insured Person alleging involuntary constructive or gross negligence manslaughter or any Claim under the provisions of the Health & Safety at Work etc. Act 1974 or its equivalent in any other jurisdiction

**Insured Person**

1. Any natural person who was is or during the Period of Insurance becomes a director or officer of You
2. Any de facto director of You whilst acting in such capacity for You
3. Any shadow director as defined under Section 741(2) of the Companies Act 1985 or equivalent legislation in any other jurisdiction
4. Any Employee of You
5. The lawful spouse civil or unmarried partner of any person above solely because of their spousal civil or unmarried relationship following a Claim against that person
6. The estates heirs or legal representatives of any person above who has died or become incapacitated insolvent or bankrupt but only for a Claim against that person

**Investigation**

An official examination official enquiry or official investigation into Your business activities conducted by any Regulator Government Department or other body legally empowered

Investigation does not include routine regulatory supervision enquiry or compliance review any internal investigation or any investigation into the business activities of Your industry which is not solely related to Your or any Insured Person's conduct

**Legal Representation Costs**

Reasonable and necessary legal costs fees charges and expenses for which any Insured Person is legally liable incurred with Our prior written consent (not including remuneration of any Insured Person or other additional costs of Yours) for legal representation directly in relation to an investigation

**Loss**

The amount any Insured Person becomes legally liable to pay in respect of a Claim including Defence Costs Legal Representation Costs awards of damages (including punitive and exemplary damages where legally permissible) awards of costs settlements with Our prior written agreement (which shall not be unreasonably withheld)

Loss does not include any civil regulatory or criminal fines or penalties taxes remuneration or employment related benefits punitive and exemplary damages in relation to an Employment Claim or the multiplied portion of any damages award unless awarded for defamation

**Outside Entity**

Any organisation other than You

1. that is tax exempt and not for profit
2. in which You hold any issued share

**Pollutant**

Any contaminant irritant or other substance including but not limited to Asbestos lead smoke vapour water oil oil products dust fibres soot fumes acids alkalis chemicals waste (including materials that have been or are intended to be recycled reconditioned or reclaimed)

**Pollution**

Actual alleged or threatened discharge seepage treatment removal disposal dispersal emission release or escape of any Pollutant or any regulatory order direction or request to test for monitor remove contain treat detoxify or neutralise any Pollutant

**Securities**

Any debt or equity interest in You

**Subsidiary**

Any entity in which You

1. own directly or through one or more of Your subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors or
2. control a majority of its voting rights under a written agreement with other shareholders or members

If an entity ceases to be a Subsidiary during the Period of Insurance cover will continue but only for a Claim against You or an Insured Person arising from a Wrongful Act or Employment Practice Wrongful Act committed before it ceased to be a Subsidiary

**Wrongful Act**

Any actual or alleged act error or omission committed or attempted by an Insured Person arising from the performance of the Insured Person's duties in their capacity as Your director officer or Employee including

1. breach of any duty including fiduciary or statutory duty
2. breach of trust
3. negligence negligent misstatement misleading statement or negligent misrepresentation
4. defamation
5. wrongful trading under section 214 of the Insolvency Act 1986 (or equivalent legislation)
6. breach of warranty of authority
7. any other act error or omission attempted or allegedly committed or attempted by an Insured Person solely because of their status as a director officer or Employee of You

**You/Your**

Also includes any Subsidiary and any Subsidiary created or acquired during the Period of Insurance provided that the newly created or acquired Subsidiary

1. is not domiciled in the United States of America
2. does not trade any of its Securities on any United States of America exchange

but only for a Claim against an Insured Person arising from a Wrongful Act committed after the date of creation or acquisition of such Subsidiary

If You require cover for any newly created or acquired Subsidiaries which do not fall within the above parameters We will consider providing cover subject to You providing all appropriate information We shall be entitled to amend the terms and conditions of this Sub-Section during the Period of Insurance and may charge a reasonable additional premium

## Cover

**Claims against an Insured Person**

We will pay on behalf of any Insured Person the Loss arising from a Claim against any Insured Person for any Wrongful Act within the Geographical Limits

**Company Reimbursement**

We will pay on Your behalf the Loss which You are legally obliged or permitted to pay on behalf of an Insured Person arising from a Claim against an Insured Person for a Wrongful Act within the Geographical Limits You must pay the relevant Excess (if any) shown in the Schedule

If You are permitted or obliged to provide such payment but fail to do so for any reason other than Your insolvency We will pay the amount of the Claim less the relevant Excess regardless of whether You advanced payment or indemnified an Insured Person for such Loss

**Health and Safety/Manslaughter**

We will pay on Your behalf Loss which you are legally obliged or permitted to pay on behalf of an Insured Person arising from a Health and Safety/Manslaughter Claim (or equivalent legislation in any other jurisdiction) against an Insured Person for a Wrongful Act within the Geographical Limits. You must pay the relevant Excess shown in the Schedule. This cover will only apply in excess of any other insurance and indemnification available from any other source.

**Extradition Proceedings**

We will pay on your behalf the loss arising from any Extradition Proceeding against any Insured Person during the Period of Insurance.

**Employment Claims**

We will pay on Your behalf loss arising from an Employment Claim during the Period of Insurance brought by a current former or potential Employee of Yours.

**Outside Entity Cover**

We will also indemnify the Insured Person against the sums that person has to pay as Loss for a Claim arising directly from any Wrongful Act the Insured Person commits in their capacity as a director or officer of an Outside Entity provided that the Insured Person acts in that capacity at Your specific written request and the Claim does not arise from a Wrongful Act committed after the Insured Person ceased to act in this capacity. However We will only pay in excess of any indemnity provided by the Outside Entity to its directors or officers and any other insurance available to its directors and officers.

**Pension/Employee Benefit Schemes Claims**

We will pay on Your behalf Loss in respect of a Claim arising from an Insured Person's operation or administration of any pension or employee benefit scheme or trust fund.

**Pollution Claims**

We will pay on Your behalf Loss in respect of a Claim arising from Pollution.

**Representation Costs**

1. We will pay on behalf of any Insured Person the Legal Representation Costs arising from an Investigation first notified as being required during the Period of Insurance.
2. We will pay on Your behalf the Legal Representation Costs arising from an Investigation against an Insured Person which You are legally obliged or permitted to pay on behalf of the Insured Person first notified as being required during the Period of Insurance.

**Bail Costs**

We will pay on behalf of any Insured Person Bail Costs arising from a Claim against an Insured Person for a Wrongful Act within the Geographical Limits.

The limit provided under this cover shall be 10% of the total limit shown on the Schedule or £250,000 whichever is the lesser. This limit shall form part of the total aggregate limit for this Sub-Section shown in the Schedule.

**Crisis Containment Costs**

We will pay on behalf of any Insured Person the Crisis Containment Costs arising from a Claim.

The limit provided under this cover shall be limited to a maximum of £25,000 per policy. This limit shall be in addition to the total aggregate limit for this Sub-Section shown in the Schedule.

For the avoidance of doubt should the Corporate Legal Liability Sub-Section of this Policy is also be affected only one Crisis Containment Costs limit shall apply.

# Exceptions

We will not make any payments for any Claim Loss or Investigation

## 1 - Deliberate or dishonest acts

Based upon attributable to or arising out of

1. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation committed by any Insured Person
2. an act intended to secure or which does secure a personal profit or advantage to which any Insured Person was not legally entitled
3. an act intended to secure or which does secure a profit for any other company where an Insured Person is a director officer or Employee of such company

This exception will only apply after a judgment or other final adjudication or an admission by an Insured Person that such act did occur

This exception will not apply to a Claim by any of Your shareholders including any shareholder derivative proceedings in Your name without Your or any Insured Person's voluntary solicitation assistance or participation

## 2 - Prior Claims Investigations and circumstances

Based upon attributable to or arising out of any Claim Investigation or circumstance which You were aware of or that has been reported under any policy existing or expired prior to the start of the Period of Insurance

## 3 - Prior litigation

Based upon attributable to or arising out of any prior or pending litigation or proceedings (including allegations deriving from the same or essentially the same facts) involving an Insured Person You or an Outside Entity initiated prior to the date shown under the prior and pending litigation date in the Schedule

## 4 - Defined Benefit Pension Schemes

Based upon attributable to or arising out of an Insured Person's operation or administration of any defined benefit pension scheme or their breach of any legislation or regulation relating to these activities

## 5 - RICO/SEC/ERISA

Based upon attributable to or arising out of the following legislation in the United States of America

1. any breach of the Racketeer Influenced and Corrupt Organisations Act 18 USC Sections 1961 et seq any amendments to this Act or any rules or regulations made under it
2. any breach of the Securities Act of 1933 or the Securities Exchange Act of 1934 both as amended the rules or regulations of the Securities Exchange Commission under either or both acts similar securities laws or regulations of any state or any laws of any state relating to any transaction arising out of involving or relating to the sale of securities
3. any breach of the Employment Retirement Income Security Act of 1974 as amended or any rules or regulations made under it or similar provisions of any federal state or local law

## 6 - Bodily injury or property damage

For mental or emotional distress (except an Employment Claim) sickness disease bodily injury or death suffered by anyone or the loss damage or destruction of any tangible property including loss of use of such property

This exception shall not apply to any Health and Safety/Manslaughter Claim This cover will only apply excess of any other insurance and indemnification available from any other source

## 7 - Claims brought by a related party in the United States of America

Based upon attributable to or arising out of any claim brought or maintained by You an Outside Entity or an Insured Person within or subject to the laws of the United States of America however this exception will not apply to

1. Defence Costs
2. any shareholder derivative proceedings in Your name without Your or any Insured Person's solicitation assistance or participation
3. any Claim brought by Your liquidator receiver or administrative receiver or similar body
4. any Employment Claim
5. any Claim made by a past Insured Person of You
6. any claim seeking a contribution or indemnity if such claim is otherwise covered by this Sub-Section

#### **8 - Breach of professional duty**

Based upon attributable to or arising out of any Claim relating to a breach of or failure to provide professional duties or services

This exception will not apply to a Claim by any of Your shareholders including any shareholder derivative proceedings in Your name without Your or any Insured Person's voluntary solicitation, assistance or participation arising from any actual or alleged failure to supervise the performance of any professional services

#### **9 - Major shareholders**

Brought by or on behalf of anyone holding 40% or more of Your issued share capital

#### **10 - Takeovers and mergers**

Based upon attributable to or arising out of any Claim for a Wrongful Act committed by an Insured Person after You merge or consolidate with another company or any party acquires more than 50% of your issued share capital

In the event of a Subsidiary ceasing during the Period of Insurance to be a Subsidiary cover under this Sub-Section shall be amended to apply solely to Loss arising out of any Claim for a Wrongful Act committed by an Insured Person prior to the effective date of sale or dissolution

#### **11 - Share offerings**

Based upon attributable to or arising out of any Claim for a Wrongful Act committed by an Insured Person in relation to any actual public offering of Your share capital unless We have given Our prior written agreement and You have paid any additional premium and accepted any amendments We may require to the terms and conditions of this Sub-Section

## **Conditions Precedent**

General Conditions Change of Risk Claims Procedure and Reasonable Care and the conditions shown in each Sub-Section under the heading Your Obligations are all conditions precedent to Our liability We will not make any payment under this insurance unless You comply with all the requirements of those conditions.

## **Special Conditions**

The General Definitions General Conditions and General Exceptions set out in the Policy all apply equally to each Insured Person and to You

You agree to act on behalf of all the Insured Persons as regards paying the premium and giving or receiving notice of all matters relevant to this Sub-Section

#### **Contribution**

This Policy does not cover any loss or claim where you would be entitled to be paid under any other insurance if this policy did not exist

**Duty of disclosure**

If any of the following no longer apply You must inform Us immediately so that We can reassess Your Policy terms and conditions

1. Your statutory accounts for the last year show a profit
2. You have not and are not intending to make any private or public offering of Your share capital
3. Your business activities have not changed
4. You have not been sold and the ownership remains unchanged
5. You are not aware of any Claim and or circumstance which may give rise to a Claim

All other provisions of this insurance shall continue to apply

**How much We will pay**

The most We will pay for the total of all Claims and their Defence Costs and all Legal Representation Costs is the Limit of Indemnity shown in the Schedule irrespective of the number of Claims made

The amount We will pay for Claims and their Defence Costs includes any amount We pay on an Insured Person's behalf as a director of an Outside Entity, and on Your behalf and for Claims against an Insured Person's spouse civil or unmarried partner

We will treat more than one Claim or circumstance likely to give rise to a Claim arising from a single Wrongful Act or a series of related Wrongful Acts as one Claim Such Claim shall be treated as first made when We receive notice of the first Claim Legal Representation Expenses shall be treated as first made when attendance of an Insured Person is first notified as being required at an Investigation

You must pay the relevant Excess shown in the Schedule

**Aggregation limit**

Where this Policy specifies an aggregate limit this means our maximum payment for all relevant Claims or Losses covered under the Policy during the Period of Insurance

If the Period of Insurance is continuous the aggregate limit will apply to all relevant Claims or Losses covered under the policy during the 12 months from the date the continuous cover starts Each aggregate limit will be reinstated to the level shown in the Schedule at each anniversary

**Arbitration**

Any dispute arising out of or relating to this insurance including over its construction application and validity will be referred to a single arbitrator in accordance with the Arbitration Act then in force

**Information provided by an insured person**

All information which any Insured Person provided before We agreed to insure You will be considered as a separate application for each Insured Person and as such the knowledge of or any statement made by an Insured Person will not be imputed to any other Insured Person for the purposes of determining whether cover is available for any Claim against such other Insured Person

**Extended notification period**

If We or You refuse to renew this Sub-Section of the Policy for any reason other than non-payment of premium You may purchase an extended notification period of 12 months upon payment of 50% of the full annual premium If You do so the first paragraph of item 1 under Your obligations will then be amended to

We will not make any payment under this Sub-Section unless You notify Us promptly of the following within the Period of Insurance or at the latest within 12 months after it expires

This extended notification period is only available if

1. We receive Your written notice of purchase and Your premium within 30 days following the end of the Period of Insurance and
2. this Sub-Section of the Policy is not replaced or succeeded by any other policy providing directors' and officers' liability cover and
3. at the end of the Period of Insurance You have not merged or consolidated with another company nor has any party acquired 50% or more of Your issued share capital

If We offer renewal terms conditions limits of liability or premium different from those of the expiring Policy this does not constitute a refusal to renew

The entire premium for this Sub-Section is considered fully earned at the beginning of the extended notification period  
We will not refund any premium to You if You cancel the extended notification period before it ends

The Limit of Indemnity for the extended notification period will be part of and not in addition to the Limit of Indemnity shown in the Schedule

You will not have the right to purchase an extended notification period if You merge or consolidate with another company or any party acquires more than 50% of Your issued share capital or if cover under this Sub-Section is continued solely as a result of the Retired Directors Special Condition

#### **Multiple Insureds**

The most We will pay is the relevant amount shown in the Schedule

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

You agree that the insured named in the Schedule or if there is more than one insured named in the Schedule the first of them is authorised to receive all notices and agree any amendments to the Policy

#### **Takeovers and mergers extended notification period**

In the event that You merge or consolidate with another company or any party acquires more than 50% of your issued share capital during the Period of Insurance We may extend this Sub-Section to continue in force for a period of up to 72 months from the expiry date of the current Period of Insurance provided that such extension shall only apply to claims arising from any Wrongful Act committed or alleged prior to the date of such takeover or merger

The Extended Notification Period and Retired Directors special conditions shall not apply to any such extension

#### **Retired directors**

In the event that You do not renew or replace this Sub-Section of the Policy and only in respect of any Insured Person who retires prior to the date of non-renewal for reasons other than disqualification from holding such a position this Sub-Section shall continue in force for a period of 120 months from the date of non renewal (the "Run-Off Period") provided that

1. this Sub-Section shall only apply to Claims arising from any Wrongful Act committed or alleged prior to the date of retirement of the Insured Person
2. the run-off period shall run concurrently with any Extended Notification Period
3. no similar insurance is effected elsewhere

#### **Additional defence costs**

In the event that the Limit of Indemnity is exhausted We will provide an additional Limit of Indemnity of £100,000 in the aggregate provided that the Insured Person has previously not been the subject of a Claim for a Wrongful Act or series of Wrongful Acts that led to the exhaustion of the Limit of Indemnity



This limit applies to the payment of Defence Costs only

## Your obligations

### Notification

We will not make any payment under this Sub-Section unless You notify Us promptly of the following within the Period of Insurance or at the latest within 45 days after it expires

1. The Insured Person's first awareness of any Wrongful Act or any shortcoming in performing their duties which is likely to lead to a Claim against them

If We accept the Insured Person's notification We will regard any subsequent Claim as notified to this insurance

2. Any Claim or threatened Claim against the Insured Person or the Insured Person's lawful spouse or civil or unmarried partner
3. Any Investigation into You
4. The start of any disqualification proceedings against any Insured Person
5. Any threat to start proceedings against any Insured Person for Pollution

### Control of defence and payment of a claim

You and any Insured Person must give Us the information and co-operation which We may reasonably require and take all reasonable steps to defend any Claim. You and the Insured Person should not do anything which may prejudice Our position

Any Insured Person may with Our prior written approval appoint legal representation. However where a Claim is made against more than one Insured Person the same legal representative should be used unless there is a material conflict of interest between Insured Persons

If it is not possible to obtain Our consent prior to incurring Defence Costs we will give retrospective consent provided our consent is obtained within 14 days of first incurrence of such Defence Costs

We shall have the right to participate fully in the defence of any Claim including negotiation of any settlement. We shall have the right to defend any Claim brought by You

Where there is a dispute between Us and You and/or any Insured Person over cover proposed settlement or continuing the defence of a Claim You or We may request the obtainment of an opinion from a mutually agreed Queens Counsel or equivalent in a different jurisdiction. Such opinion shall be binding on Us and You and any Insured Person and will establish whether policy cover exists, defence of said Claim will continue or settlement will be agreed. The costs of such opinion shall be met by Us

We shall pay Defence Costs above any Excess and covered by this Sub-Section on an ongoing basis prior to the final resolution of any Claim. You and/or any Insured Person must reimburse Us for any Defence Costs paid where it is determined there is no entitlement under this Sub-Section

If a Claim is made which is not wholly covered by this Sub-Section and/or is also made against You and any other person who is not You or an Insured Person We, You and the Insured Person shall use our best endeavours to agree a fair allocation between Loss that is covered and Loss not covered by this Sub-Section

## Corporate Legal Liability Sub-Section

This Sub-Section is only operative if specified in the Schedule

### Definitions

The following Definitions apply to this Sub-Section and shall keep the same meaning wherever they appear in this Sub-Section they should also be read in conjunction with the General Definitions at the start of the Policy

#### Asbestos

crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those materials fibres or particles of Asbestos or any material containing Asbestos or Asbestos dust

#### Claim

Any written demand or civil or arbitration proceeding seeking monetary damages first made against You during the Period of Insurance alleging a Wrongful Act

Any criminal or regulatory proceeding first made against You during the Period of Insurance alleging a Wrongful Act

#### Crisis Containment Costs

Costs incurred in utilising the services of Chelgate Limited following a Claim to prevent limit or mitigate the actual or anticipated adverse or negative publicity or media attention of You

#### Defence Costs

Costs incurred with Our prior written agreement (not to be unreasonably withheld) to investigate settle or defend any Claim made against You or to fund an appeal (including any premium paid for an appeal bond or similar bond obtained in relation to it) arising from any judgment decision or award in relation to any Claim

#### Employment Claim

Any Claim by any Employee for any actual or alleged wrongful unfair or constructive dismissal discharge or termination of employment breach of written or implied contract employment related misrepresentation wrongful deprivation of a career opportunity failure to grant tenure negligent employee evaluation harassment unlawful discrimination failure to provide adequate employee procedures and policies retaliation defamation invasion of privacy or any other Claim arising solely as a result of the employment by You of any current former or prospective Employee

#### Geographical Limits

Anywhere in the World excluding USA/Canada

#### Health and Safety/Corporate Manslaughter Claim

Any Claim under the provisions of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc Act 1974 or its equivalent in any other jurisdiction

#### Identity crime

An agreement entered into by any third party representing themselves as You

#### Insured Person

1. Any natural person who was is or during the Period of Insurance becomes a director or officer of You
2. Any de facto director of You whilst acting in such capacity for You
3. Any shadow director as defined under Section 741(2) of the Companies Act 1985 or equivalent legislation in any other jurisdiction

4. Any Employee of You
5. The lawful spouse civil or unmarried partner of any person above solely because of their spousal civil or unmarried relationship following a Claim against that person
6. The estates heirs or legal representatives of any person above who has died or become incapacitated insolvent or bankrupt but only for a Claim against that person

#### **Investigation**

An official examination official enquiry or official investigation first commenced during the Period of Insurance conducted by any Regulator Government Department or other body legally empowered into Your business activities under the Health & Safety at Work etc Act 1974 or Corporate Manslaughter & Homicide Act 2007

It does not include routine regulatory supervision enquiry or compliance review any internal investigation or any investigation into the business activities of Your industry rather than Your conduct

#### **Legal representation costs**

Reasonable and necessary legal costs fees charges and expenses for which You are legally liable incurred with Our prior written consent (not including remuneration of any Insured Person or other additional costs of Yours) for legal representation directly in relation to an Investigation

#### **Loss**

The amount You become legally liable to pay to any claimant in respect of a Claim including Defence Costs Legal Representation Costs awards of damages (including punitive and exemplary damages where legally permissible) awards of costs settlements with Our prior written agreement (which shall not be unreasonably withheld)

It does not include any civil regulatory or criminal fines or penalties taxes or the multiplied portion of any damages award

#### **Pollutant**

Any contaminant irritant or other substance including but not limited to asbestos lead smoke vapour water oil oil products dust fibres soot fumes acids alkalis chemicals waste (including materials that have been or are intended to be recycled reconditioned or reclaimed)

#### **Pollution**

Actual alleged or threatened discharge seepage treatment removal disposal dispersal emission release or escape of any Pollutant or any regulatory order direction or request to test for monitor remove contain treat detoxify or neutralise any Pollutant

#### **Securities**

Any debt or equity interest in You

#### **Wrongful act**

Any actual or alleged act error or omission committed or attempted by You including any breach of any duty including fiduciary or statutory duty breach of trust negligence negligent misstatement misleading statement or negligent misrepresentation breach of warranty of authority

#### **You/Your**

Also includes any Subsidiary and any Subsidiary created or acquired during the Period of Insurance provided that the newly created or acquired Subsidiary

1. is not domiciled in the United States of America
2. does not trade any of its Securities on any United States of America exchange

but only for a Claim against You arising from a Wrongful Act committed after the date of creation or acquisition of such Subsidiary

If You require cover for any newly created or acquired Subsidiary which do not fall within the above parameters We will consider providing cover subject to You providing all appropriate information We shall be entitled to amend the policy terms and conditions during the Period of Insurance including but not limited to the charging of a reasonable additional premium

## Cover

### Claims by others

We will pay on behalf of You the Loss arising from a Claim for any Wrongful Act within the Geographical Limits  
You must pay the relevant Excess shown in the Schedule The Excess shall apply to Loss and Defence Costs

### Health and Safety/Corporate Manslaughter Claims

We will pay on Your behalf Loss arising from a Health and Safety/Corporate Manslaughter Claim (or equivalent legislation in any other jurisdiction) for a Wrongful Act within the Geographical Limits  
You must pay the relevant Excess shown in the Schedule The Excess shall apply to Loss and Defence Costs  
This cover will only apply excess of any other insurance and indemnification available from any other source

### Identity Crime

We will pay on behalf of You the Loss arising from a arising from Identity Crime  
You must pay the relevant Excess shown in the Schedule The Excess shall apply to Loss and Defence Costs

### Breach of Data Protection

We will pay on behalf of You the Loss arising from a Claim arising from a breach of the Data Protection Act 1998 or its equivalent in any other jurisdiction  
You must pay the relevant Excess shown in the Schedule The Excess shall apply to Loss and Defence Costs

### Pension/Employee Benefit Schemes Claims

We will pay on Your behalf Loss in respect of a Claim arising from Your operation or administration of any pension or employee benefit scheme or trust fund.  
You must pay the relevant Excess (if any) shown in the Schedule The Excess shall apply to Loss and Defence Costs

### Pollution claims

We will pay on Your behalf Loss in respect of a Claim arising from Pollution  
The limit provided under this cover shall be £100,000 in the aggregate  
This limit shall form part of the total aggregate limit for this Section shown in the Schedule

### Shareholder pollution claims

We will pay on Your behalf Loss in respect of a Claim arising from Pollution brought by any shareholder either directly or derivatively  
You must pay the relevant Excess (if any) shown in the Schedule the Excess shall apply to Loss and Defence Costs

### Representation costs

We will pay on behalf of You the Legal Representation Costs arising from an Investigation first made during the Period of Insurance  
You must pay the relevant Excess (if any) shown in the Schedule The Excess shall apply to Loss and Defence Costs

### Taxation Claims

We will pay on Your behalf Loss in respect of a Claim arising from Your failure to comply with taxation regulations including PAYE VAT and Customs

### **Your own losses – Dishonesty of Employees**

We will pay Your direct financial loss if during the Period of Insurance and in the performance of Your Business You discover a Loss from the dishonesty of an Employee where there was a clear intention to cause You financial loss or damage and to obtain a personal financial gain over and above salary bonus or commission

The limit provided under this cover shall be £100,000 in the aggregate

This limit shall form part of the total aggregate limit for this Section shown in the Schedule

### **Crisis Containment Costs**

We will pay on behalf of any You the Crisis Containment Costs arising from a Claim

The limit provided under this cover shall be limited to a maximum of £25,000 per policy This limit shall be in addition to the total Aggregate Limit for this Sub-Section shown in the Schedule

For the avoidance of doubt should the Directors & Officers Liability Sub-Section of this policy also be effected only one Crisis Containment limit shall apply

## **Exceptions**

We will not make any payment for any Claim Loss or Investigation

### **1. Deliberate or dishonest act**

Based upon attributable to or arising out of

- a. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation
- b. an act intended to secure or which does secure profit or advantage for which You are not legally entitled
- c. an act intended to secure or which does secure a profit for any other company where an Insured Person is a director officer or employee of such company

This exception shall only apply after a judgment or other final adjudication or an admission that such act did occur

This exception will not apply to a Claim by any of Your shareholders including any shareholder derivative proceedings in Your name without Your or any Insured Person's voluntary solicitation assistance or participation

### **2. Prior claims investigations and circumstances**

Based upon attributable to or arising out of any Claim Investigation or circumstance that has been reported under any policy existing or expired prior to the start of the Period of Insurance

### **3. Prior litigation**

Based upon attributable to or arising out of any prior or pending litigation or proceedings (including allegations deriving from the same or essentially the same facts) involving an Insured Person You or an outside entity initiated prior to the date shown under the prior and pending litigation date in the Schedule

### **4. Defined benefit pension schemes**

Based upon attributable to or arising out of Your operation or administration of any defined benefit pension scheme or their breach of any legislation or regulation relating to these activities

### **5. Failure to fund pension schemes**

Based upon attributable to or arising out of Your failure to fund any pension employee benefit scheme or trust fund

### **6. Employment**

Based upon attributable to or arising out of any Employment Claim

## **7. Claims brought in the United States of America**

Based upon attributable to or arising out of any Wrongful Act brought or maintained in the United States of America

## **8. Bodily injury or property damage**

For mental or emotional distress sickness disease bodily injury or death suffered by anyone or the loss damage or destruction of any tangible property including loss of use thereof

This exception shall not apply to any Health and Safety/Corporate Manslaughter Claims

This cover will only apply excess of any other insurance and indemnification available from any other source

## **9. Products**

Based upon attributable to or arising out of the manufacture sale supply installation or maintenance of any product of Yours

## **10. Breach of professional duty**

Based upon attributable to or arising out any Claim relating to a breach of or failure to provide professional services

## **11. Infringement of patent and copyright**

Based upon attributable to or arising out any Claim relating to the actual or alleged infringement of patent trade mark infringement of copyright intellectual property right registered design or any actual or alleged libel or slander

## **12. Contractual liability**

Based upon attributable to or arising out any Claim in respect of a breach of contract whether actual or implied written or oral

## **13. Major shareholders**

Brought by or on behalf of anyone holding 40% or more of Your issued share capital

## **14. Takeovers and mergers**

Based upon attributable to or arising out any Claim for a Wrongful Act committed by an Insured Person after You merge or consolidate with another company or any party acquires more than 50% of Your issued share capital

In the event of a Subsidiary ceasing during the Period of Insurance to be a Subsidiary cover under this Sub-Section shall be amended to apply solely to arising out any Claim for a Wrongful Act committed by an Insured Person prior to the effective date of sale or dissolution

## **15. Share offerings**

Based upon attributable to or arising out any Claim for a Wrongful Act committed by You in relation to any actual public offering of Your share capital unless We have given our prior written agreement and You have paid any additional premium and accepted and amendments to the terms and conditions of this Sub-Section as may be required

## **16. Matters specific to your own losses**

Based upon attributable to or arising out of

1. any accounting or arithmetical error or omission or unexplained shortage
2. any default or non-payment of any loan or other credit arrangement
3. Your or any Insured Person's expenses incurred in establishing the amount of any financial loss to You
4. any loss of interest loss of profit or any consequential loss

## Special conditions

### Contribution

This Policy does not cover any loss or claim where you would be entitled to be paid under any other insurance if this policy did not exist

### Duty of disclosure

If any of the following no longer apply You must inform Us immediately so that We can reassess Your Policy terms and conditions

1. Your statutory accounts for the last year show a profit
2. You have not and are not intending to make any private or public offering of Your share capital
3. Your business activities have not changed
4. You have not been sold and the ownership remains unchanged
5. You are not aware of any Claim and or circumstance which may give rise to a Claim

All other provisions of this insurance shall continue to apply **General Terms**

The General Definitions General Conditions and General Claims Conditions set out in the General Terms all apply equally to each Insured Person and to You

You agree to act on behalf of all the Insured Persons as regards paying the premium and giving or receiving notice of all matters relevant to this Sub-Section

### Extended notification period

If We or You refuse to renew this Sub-Section of the Policy for any reason other than non-payment of premium You may purchase an extended notification period of 12 months upon payment of 50% of the full annual premium if You do so the first paragraph of Your obligations will then be amended to

We will not make any payment under this Sub-Section unless You notify Us promptly of the following within the Period of Insurance or at the latest within 12 months after it expires

This extended notification period is only available if

1. We receive Your written notice of purchase and Your premium within 45 days following the end of the Period of Insurance and
2. this Sub-Section of the policy is not replaced or succeeded by any other policy providing corporate liability cover and
3. at the end of the Period of Insurance You have not merged or consolidated with another company nor has any party acquired 50% or more of Your issued share capital

If We offer renewal terms conditions limits of liability or premium different from those of the expiring Policy this does not constitute a refusal to renew

The entire premium for this Sub-Section is considered fully earned at the beginning of the extended notification period We will not refund any premium to You if You cancel the extended notification period before it ends

We will not make any payment for a Claim due to a Wrongful Act committed or alleged to have been committed after the end of the original Period of Insurance

The limit of indemnity for the extended notification period will be part of and not in addition to the Limit of Indemnity shown in the Schedule

You shall not have the right to purchase an extended notification period if You merge or consolidate with another company or any party acquires more than 50% of Your issued share capital

### **Management buy-outs**

If during the Period of Insurance the existing management conduct a management buy-out We agree to provide cover to the same level and terms of this Policy for the new company for a period of 30 days from the buy-out date for any Wrongful Act committed by any individual insured subsequent to the buy-out

This cover will only apply excess of any other insurance and indemnification available from any other source

## **How much will we pay**

The most We will pay for the total of all Claims and their Defence Costs and all Legal Representation Costs is the Limit of Indemnity shown in the Schedule irrespective of the number of Claims made

The amount We will pay for Claims and their Defence Costs includes any amount We pay on an Insured Person's behalf as a director of an outside entity and on Your behalf and for Claims against an Insured Person's spouse

We will treat more than one Claim or circumstance likely to give rise to a Claim arising from a single Wrongful Act or a series of related Wrongful Acts as one Claim Such Claim shall be treated as first made when We receive notice of the first Claim Legal Representation Expenses shall be treated as first made when attendance of an Insured Person is first notified as being required at an Investigation

You must pay the relevant Excess shown in the Schedule

### **Paying out the limit of indemnity**

At any stage of a Claim We can pay You the applicable Limit of Indemnity or what remains after any earlier payment from that Limit We will then have no further liability for any Claim or Loss

## **Your obligations**

### **Notification**

We will not make any payment under this Sub-Section unless You notify Us promptly of the following within the Period of Insurance or at the latest within 45 days after it expires

1. Your first awareness of any Wrongful Act or any shortcoming in performing Your duties which is likely to lead to a Claim against You  
If We accept Your notification We will regard any subsequent Claim as notified to this insurance
2. Any Investigation into You  
You may notify Us of any circumstance You reasonably expect to give rise to a Claim giving reasons for such expectation and including full particulars as to the dates and persons involved

### **Control of defence and payment of a claim**

You must give Us the information and co-operation which We may reasonably require and take all reasonable steps to defend any Claim You should not do anything which may prejudice Our position

You may with Our prior written approval appoint legal representation however where a Claim is made against more than one Insured Person the same legal representative should be used unless there is a material conflict of interest between Insured Persons

If it is not possible to obtain Our consent prior to incurring Defence Costs we will give retrospective consent provided Our consent is obtained within 14 days of first incurrence of such Defence Costs

We shall have the right to participate fully in the defence of any Claim including negotiation of any settlement We shall have the right to defend any Claim brought by You



Where there is a dispute between Us and You and/or any Insured Person over cover proposed settlement or continuing the defence of a Claim You or We may request the obtainment of an opinion from a mutually agreed Queens Counsel or equivalent in a different jurisdiction such opinion shall be binding on Us and You and any Insured Person and will establish whether policy cover exists defence of said Claim will continue or settlement will be agreed the costs of such opinion shall be met by Us

We shall pay Defence Costs above any Excess and covered by this Sub-Section on an ongoing basis prior to the final resolution of any Claim You must reimburse Us for any Defence Costs paid where it is determined there is no entitlement under this Sub-Section

If a Claim is made which is not wholly covered by this Sub-Section and/or is also made against You and any other person We and You shall use our best endeavours to agree a fair allocation between Loss that is covered and Loss not covered by this Sub-Section.

## Employment Practices Liability Sub-Section

This Sub-Section is only operative if specified in the Schedule

### Definitions

The following Definitions apply to this Sub-Section and shall keep the same meaning wherever they appear in this Sub-Section they should also be read in conjunction with the General Definitions at the start of the Policy

#### Benefits

Any compensation awarded to an Employee other than basic remuneration including but not limited to health benefits amounts due in respect of employee benefit or pension scheme share or stock options incentives or deferred compensation

#### Claim

Any written demand or civil criminal regulatory or arbitration proceeding made against You or an Insured Person seeking monetary damages or other legal relief alleging an Employment Practice Wrongful Act

#### Defence Costs

Costs incurred with Our prior written agreement (not to be unreasonably withheld) to investigate settle or defend any Claim made against You or an Insured Person or to fund an appeal (including any premium paid for an appeal bond or similar bond obtained in relation to it) arising from any judgment decision or award in relation to any Claim

#### Employment Practice Wrongful Act

Any actual or alleged act error or omission committed or attempted by you or an insured person or by any third party where you are held vicariously liable relating to any actual or alleged wrongful unfair or constructive dismissal discharge or termination of employment breach of written or implied contract employment related misrepresentation wrongful deprivation of a career opportunity failure to grant tenure negligent employee evaluation harassment unlawful discrimination failure to provide employee procedures and policies retaliation defamation invasion of privacy or any other claim arising solely as a result of the employment or non-employment by you of any current former or prospective Employee

#### Insured Person

1. Any natural person who was is or during the Period of Insurance becomes a director or officer of You
2. Any de facto director of You whilst acting in such capacity for You
3. Any shadow director as defined under Section 741(2) of the Companies Act 1985 or equivalent legislation in any other jurisdiction
4. Any Employee of You
5. The lawful spouse civil or unmarried partner of any person above solely because of their spousal civil or unmarried relationship following a Claim against that person
6. The estates heirs or legal representatives of any person above who has died or become incapacitated insolvent or bankrupt but only for a Claim against that person

#### Investigation

An official examination official enquiry or official investigation into Your business activities conducted by any Regulator Government Department or other body legally empowered

Investigation does not include routine regulatory supervision enquiry or compliance review any internal investigation or any investigation into the business activities of Your industry which is not solely related to Your or any Insured Person's conduct

**Legal Representation Costs**

Reasonable and necessary legal costs fees charges and expenses for which any Insured Person is legally liable incurred with Our prior written consent (not including remuneration of any Insured Person or other additional costs of Yours) for legal representation directly in relation to an Investigation

**Loss**

The amount You and/or any Insured Person becomes legally liable to pay in respect of a Claim including Defence Costs Legal Representation Costs awards of damages awards of costs settlements with Our prior written agreement (which shall not be unreasonably withheld)

Loss does not include any civil regulatory or criminal fines or penalties taxes remuneration or employment related benefits punitive and exemplary damages or the multiplied portion of any damages award unless awarded for defamation

**Retaliation**

Any Claim brought against an Employee relating to any actual or alleged action taken by such Employee exercising or attempting to exercise their rights under law

**You/your**

Also includes

1. any Subsidiary
2. any Subsidiary created or acquired during the Period of Insurance within the United Kingdom but only for a Claim against You or an Insured Person arising from an Employment Practice Wrongful Act committed after the date of acquisition.

If You require cover for any newly created or acquired Subsidiaries which do not fall within the above parameters We will consider providing cover subject to You providing all appropriate information We shall be entitled to amend the terms and conditions of this Sub-Section during the Period of Insurance and may charge a reasonable additional premium

## Cover

**Claims by employees**

We will pay on Your behalf the Loss arising from a Claim by an Employee first made during the Period of Insurance against You or an Insured Person for an Employment Practice Wrongful Act

You must pay the relevant Excess (if any) shown in the Schedule The Excess shall apply to Loss and Defence Costs This Excess shall not apply to any Claim brought solely against an Insured Person

**Claims by others**

We will pay on Your behalf the Loss arising from a Claim by anyone other than an Employee first made during the Period of Insurance against You for an Employment Practice Wrongful Act

You must pay the relevant Excess (if any) shown in the schedule The Excess shall apply to Loss and Defence Costs

**Representation costs**

We will pay on behalf of You or any Insured Person the Legal Representation Costs arising from an Investigation first notified as being required during the Period of Insurance

You must pay the relevant Excess (if any) shown in the Schedule This Excess shall not apply to any Investigation solely involving an Insured Person

## Exceptions

### A. We will not make any payment for any Claim Loss or investigation

#### 1. **Specific activities**

- a. Based upon attributable to or arising out of
  - i. membership or non-membership of any trade union or equivalent labour organisation or any involvement in trade union activities
  - ii. Your failure to act in accordance with any collective bargaining agreement

The above shall not apply to any Claim for Retaliation

- b. Based upon attributable to or arising out of any responsibility duty or obligation imposed by law in relation to health & safety unemployment social security retirement or disability benefits or any similar law whether statutory or common law

The above shall not apply to Retaliation

#### 2. **Matters insurable elsewhere**

For the death or any bodily or mental injury or emotional distress suffered by anyone or the loss damage or destruction of any tangible property other than emotional distress directly arising from any Employment Practice Wrongful Act

#### 3. **Prior Claims Investigations and circumstances**

based upon attributable to or arising out of any Claim Investigation or circumstance which You were aware of or that has been reported under any policy existing or expired prior to the start of the Period of Insurance

#### 4. **Claims in the United States of America**

Based upon attributable to or arising out of any Employment Practice Wrongful Act brought or maintained in the United States of America

#### 5. **Prior litigation**

Based upon attributable to or arising out of any prior or pending litigation or proceedings (including allegations deriving from the same or essentially the same facts) involving an Insured Person You or an outside entity initiated prior to the date shown under the prior and pending litigation date in the Schedule

#### 6. **Fraudulent or dishonest acts**

Based upon attributable to or arising out of a dishonest or fraudulent act or omission or committed by any Insured Person

This exception shall only apply after a judgment or other final adjudication or an admission by an Insured Person such act did occur

In applying the above the actions of any Insured Person shall not be imputed to any other Insured Person for the purposes of determining whether cover is available for any Claim against such other Insured Person

### B. We will not make any payment other than Defence Costs or Legal Representation Costs

#### 1. **Specific activities**

- a. Based upon attributable to or arising out of Your failure to pay any amount You are contractually committed to pay to an Employee including but not limited to any payments for contractual or statutory notice periods or breach of any obligation pursuant to any minimum wage legislation or Benefits payable
- b. Based upon attributable to or arising out of the loss of any right or benefit under any pension scheme private health insurance or other employee benefit scheme or the operation or administration of any pension or

employee benefit scheme or trust fund or Your breach of any legislation or regulation related to these activities

- c. Based upon attributable to or arising out of Your failure to pay taxes

## **2. Non-compensatory payments**

- a. Based upon attributable to or arising out of anyone else's liability which You are legally obliged to assume under any contract or agreement This does not apply to any Claim that would have resulted in the absence of such contract or agreement
- b. Based upon attributable to or arising out any non-pecuniary or injunctive relief
- c. Based upon attributable to or arising out of any amount in respect of the costs of complying or refusing to comply with a court or other order for the reinstatement of an Employee however this shall not apply to basic remuneration from the original date of dismissal to the date of court or other order

## **Special conditions**

### **Contribution**

This Policy does not cover any loss or claim where you would be entitled to be paid under any other insurance if this policy did not exist

### **Duty of disclosure**

If any of the following no longer apply You must inform Us immediately so that We can reassess Your Policy terms and conditions

1. Your statutory accounts for the last year show a profit
2. You have not and are not intending to make any private or public offering of Your share capital
3. Your business activities have not changed
4. You have not been sold and the ownership remains unchanged
5. You are not aware of any Claim and or circumstance which may give rise to a Claim

All other provisions of this insurance shall continue to apply

### **Extended notification period**

If We or You refuse to renew this Sub-Section of the Policy for any reason other than non-payment of premium You may purchase an extended notification period of 12 months upon payment of 50% of the full annual premium If You do so the first paragraph of item 1 under Your obligations will then be amended to

We will not make any payment under this Sub-Section

1. unless You notify Us promptly of the following within the Period of Insurance or at the latest within 12 months after it expires

This extended notification period is only available if

- a. We receive Your written notice of purchase and Your premium within 45 days following the end of the Period of Insurance and
- b. this Sub-Section of the Policy is not replaced or succeeded by any other policy providing employment practices liability cover and
- c. at the end of the Period of Insurance You have not merged or consolidated with another company nor has any party acquired 50% or more of Your issued share capital

If We offer renewal terms conditions limits of liability or premium different from those of the expiring Policy this does not constitute a refusal to renew

The entire premium for this Sub-Section is considered fully earned at the beginning of the extended notification period

We will not refund any premium to You if You cancel the extended notification period before it ends

We will not make any payment for a Claim due to an Employment Practice Wrongful Act committed or alleged to have been committed after the end of the original Period of Insurance

The limit of indemnity for the extended notification period will be part of and not in addition to the Limit of Indemnity shown in the Schedule

You will not have the right to purchase an extended notification period if You merge or consolidate with another company or any party acquires more than 50% of Your issued share capital

#### **Outside entity cover**

This Sub-Section is extended to include any Claim in respect of an Employment Practice Wrongful Act committed by an Insured Person in their capacity as an Employee of an outside entity provided that the Insured Person acts in that capacity at Your specific written request and the Claim does not arise from a Employment Practice Wrongful Act committed after the Insured Person ceased to act in this capacity However We will only pay in excess of any indemnity provided by the outside entity to its Employees and any other insurance available to its Employees

#### **Management buy-outs**

If during the Period of Insurance the existing management conduct a management buy-out We agree to provide cover to the same level and terms of this Policy for the new company for a period of 30 days from the buy-out date for any Wrongful Act committed by any individual insured subsequent to the buy-out

This cover will only apply excess of any other insurance and indemnification available from any other source

#### **Takeovers and acquisitions**

If during the Period of Insurance you acquire or create a Subsidiary where the number of employees exceeds 20% of the total number already employed by You then this Sub-Section will cover that Subsidiary for 30 days after its acquisition or creation Cover will not extend beyond this period unless We have received written notice containing full details of such acquisition or creation and We have agreed by written endorsement to provide cover and You have paid any additional premium We will not provide any cover for any Claim arising from an Employment Practice Wrongful Act occurring prior to the acquisition or creation unless We specifically agree to do so

No cover will be available under this Sub-Section for claims based on any Employment Practice Wrongful Act occurring after the date of

1. Your acquisition by or Your merger or consolidation with another entity so that You are not the surviving entity
2. the acquisition at any time during the Period of Insurance of 50% or more of Your share capital

unless We have received prior written notice and We have agreed by written endorsement to provide cover and You have paid any additional premium

## **How much will We pay**

The most We will pay for the total of all Claims and their Defence Costs and all Legal Representation Costs is the Limit of Indemnity shown in the Schedule irrespective of the number of Claims made

The amount We will pay for Claims and their Defence Costs includes any amount We pay on an Insured Person's behalf as a director of an outside entity and on Your behalf and for Claims against an Insured Person's spouse We will treat more than one Claim or circumstance likely to give rise to a Claim arising from a single Wrongful Act or a series of related Wrongful Acts as one Claim Such Claim Shall be treated as first made when We receive notice of the first Claim Legal Representation costs shall be treated as first made when attendance of an Insured Person is first notified as being required at an Investigation

You must pay the relevant Excess shown in the Schedule The Excess shall not apply to any Claim or Investigation made solely against an Insured Person

#### **Paying out the limit of indemnity**

At any stage of a Claim We can pay the Insured Person the applicable Limit of Indemnity or what remains after any earlier payment from that Limit We will then have no further liability for any Claim or Loss

## Your obligations

### Notification

If a problem arises

We will not make any payment under this Sub-Section

1. unless You notify Us promptly of the following within the Period of Insurance or at the latest within 45 days after it expires
  - a. Your first awareness of any Employment Practice Wrongful Act or any shortcoming in Your employment practices which is likely to lead to a Claim against You This includes any criticism of Your practices even if You regard it as unjustifiable  
If We accept Your notification We will regard any subsequent Claim as notified to this insurance
  - b. any Claim or threatened Claim against You
2. if when dealing with an Employee or a third party You admit that You are liable for what has happened or make any offer deal or payment without Our prior written agreement You must also not reveal the amount of cover available under this insurance

You may notify Us of any circumstance You reasonably expect to give rise to a Claim giving reasons for such expectation and including full particulars as to the dates and persons involved

### Control of defence and payment of a claim

You and any Insured Person must give Us the information and co-operation which We may reasonably require and take all reasonable steps to defend any Claim You and the Insured Person should not do anything which may prejudice Our position

Any Insured Person may with Our prior written approval appoint legal representation However where a Claim is made against more than one Insured Person the same legal representative should be used unless there is a material conflict of interest between Insured Persons

We shall have the right to participate fully in the defence of any Claim including negotiation of any settlement

Where there is a dispute between Us and You and/or any Insured Person over cover proposed settlement or continuing the defence of a Claim You or We may obtain an opinion from a Queens Council or equivalent in a different jurisdiction and such opinion shall be binding on Us and You and any Insured Person

We shall pay Defence Costs above any Excess and covered by this Sub-Section on an ongoing basis prior to the final resolution of any Claim You and/or any Insured Person must reimburse Us for any Defence Costs paid where it is determined there is no entitlement under this Sub-Section

If a Claim is made which is not wholly covered by this Sub-Section and/or is also made against You and any other person who is not an Insured Person We You and the Insured Person shall use Our best endeavours to agree a fair allocation between Loss that is covered and Loss not covered by this Sub-Section

# Terrorism Section

## Section Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section and they should also be read in conjunction with the General Definitions at the start of the Policy

### **Act of Terrorism**

Act 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 government de jure or de facto

### **Denial of Service Attack**

Any actions or instruction constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks network services network connectivity or information systems

This includes but is not limited to the generation of excess traffic into the network addresses the exploitation system or network weaknesses and generation of excess or non genuine traffic between or amongst networks

### **Excess**

The amount or amounts shown in the Schedule which We shall deduct from each and every claim to each separate location

You will repay any such amount paid by the Underwriters

### **Hacking**

Unauthorised access to any computer or other equipment component system or item which processes stores or retrieves data whether the property of You or not

### **Head/Heads of Cover**

Any of the following types of direct insurance cover

1. Buildings and completed structures
2. Any other Property Insured hereunder as provided in the Schedule
3. Business interruption
4. Book Debts

### **Phishing**

Any access or attempted access to data or information made by means of misrepresentation or deception.

### **Private Individual**

Any person other than

1. a company association or partnership
2. a trustee or body of trustees where insurance is arranged under the terms of a trust
3. a person who owns Residential Property for the purpose of their business as a sole trader
4. a person who owns Residential Property of which in excess of more than 20 per cent of the property is commercially occupied



#### Note

- a. where the Residential Property is occupied by a trustee or a sole trader as a private residence and where the property is not a block of flats each will be deemed to be a Private individual in respect of that same property and
- b. where two or more persons have arranged insurance on Residential Property in their several names and/or the name of the policyholder includes the name of a bank or a building society or other financial institution for the purpose of noting their interest in the property insured they 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 Her Majesty's 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

## Cover

We will indemnify You in respect of all losses arising under any Head of Cover resulting from loss or destruction of or damage to Property Insured under this Policy 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 Channel Islands or the Isle of Man

The maximum We will pay under this Section in any one Period if Insurance will not exceed the Limit of Liability or Sum Insured for each of the Heads of Cover specified in the relevant Section of this Policy where the Head of Cover is otherwise insured

## Exceptions

The following exceptions apply to this Section

1. We will not indemnify You in respect of any losses arising under any Head of Cover directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from
  - a. 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) and whether Your property or not where such Damage is caused by Virus or Similar Mechanism Hacking or Denial of Service Attack
  - b. any alteration, modification, distortion, erasure, corruption of data processed by any such computer or other equipment or component or system or item whether the property of the Assured/Insured or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack
  - 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. We will not indemnify You in respect of losses arising under any Head of Cover as a result of loss or destruction of or damage to Residential Property insured in the name of a Private individual

## Special Conditions

The following Special Conditions apply to the Section

1. The insurance provided by this Section is subject to all the definitions exceptions conditions clauses endorsements and conditions precedent of the Sections of this Policy where the Head of Cover is otherwise insured together with the Policy Definitions Exceptions Conditions Precedent and Policy Conditions except
  - a. any which provide for adjustments of premium
  - b. any aggregate limit on the amount borne by You as a result of the operation of an Excess
  - c. any provision for the automatic reinstatement of Sums Insured
  - d. any long term undertakingand providing that if there is conflict between this Section and the rest of the Policy this Section shall prevail
2. We will not indemnify You under this Section unless and until
  - a. the Treasury issues a certificate certifying that any loss was caused by an Act of Terrorism as defined in this Sectionor in the event of the Treasury refusing to issue such a certificate
  - b. a tribunal formed by agreement between Us and Pool Reinsurance Company Limited decides that the cause of such loss was an Act of Terrorism as defined by this Section
3. We may cancel the cover provided by this Terrorism 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 periodor
  - b. immediately if the premium has not been paid or if there has been a default under an installment or linked credit agreement We will not refund any installment paid
4. In any action or suit or proceedings where We allege that any loss is not covered by this Section the burden of proving that such loss is covered shall be upon You

## Conditions Precedent

It is a Condition Precedent to Our liability under this Section that

1. 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 unless it is the practise of any subsidiary company to effect its own insurance
2. You must purchase Terrorism insurance from a Pool Reinsurance Company Limited member company in respect of all such Property and/or premises

# Endorsements

These Endorsements are operative only if confirmed in the Schedule

## Endorsement: Intruder Alarm Warranty

### Definitions

#### Intruder Alarm System

The component parts including the means of communication used to transmit signals

#### Alarmed Premises

The Premises or those portions of the Premises protected by the Intruder Alarm System

#### Responsible Person

You or any person You authorise to be responsible for the security of the Premises

#### Keyholder

You or any person or keyholding company You authorise who is available at all times to accept notification of faults or alarm signals relating to the Intruder Alarm System attend and allow access to the Premises

It is a condition precedent to liability in respect of Theft or Attempted Theft or Loss of Money under this Policy that in respect of loss or damage following entry or attempted entry into or exit from the Premises by forcible and violent means

1. the Premises are protected by an Intruder Alarm System installed as agreed with Us
2. the Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventive maintenance with the intruder alarm installers or other installers/engineers as agreed with Us
3. no alteration to or substitution of
  - a. any part of the Intruder Alarm System
  - b. the procedures agreed with Us for Police or any other response to any activation of the Intruder Alarm System
  - c. the maintenance contractbe made without Our written agreement
4. the Alarmed Premises shall not be left without at least one Responsible Person therein without Our agreement
  - a. unless the Intruder Alarm System is set in its entirety with the means of communication used to transmit signals in full operation
  - b. if the Police have withdrawn their response to alarm calls
5. all keys to the Intruder Alarm System are removed from the Premises when they are left unattended
6. You maintain secrecy of codes for the operation of the Intruder Alarm System and no details of same are left on the Premises
7. You shall appoint at least two keyholders and lodge written details (which must be kept up to date) with the alarm company and/or Police Authorities
8. in the event of notification of any activation of the Intruder Alarm System or interruption of the means of communication during any period that the Intruder Alarm System is set a Keyholder shall attend the Premises as soon as reasonably possible
9. in the event that You receive any notification
  - a. that Police attendance in response to alarm signals/call from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
  - b. from a local authority or magistrate imposing any requirement for abatement of nuisance
  - c. that the Intruder Alarm System cannot be returned to or maintained in full working order

You shall advise Us as soon as possible and in any event not later than 10.00 am on Our next working day and comply with any subsequent requirements stipulated by Us

#### **Endorsement - Security Level 2**

It is a condition precedent to liability in respect of Damage caused by the Contents Section Standard Contingency Theft or Attempted Theft and in respect of loss of Money under the Loss of Money Section of this Policy that within 30 days from the date the cover inception or renewed at the specified Premises unless otherwise agreed by Us in writing that the following protections be fitted **in addition to the Minimum Standards of Protections – Security Level 1**

A Grade 2B intruder alarm system installed by a company on the approved roll of NACOSS Gold or the SSAIB register of installers incorporating

1. contacts on all external doors and trap and / or internal movement detectors to detect movement by intruders in all principle areas of the Premises
2. signaling by audible means and digital communicator with remote signaling to alarm receiving centre with line fault monitoring from the protected premises
3. qualifies for Level 1 Police response

**or**

1. all external doors to be
  - a. steel sheeted or
  - b. additionally protected by proprietary metal roller shutter doors with cylinder profile lock welded to the shutter channel on each side one metre from ground level
2. all accessible windows to be barred grilled or protected by proprietary metal roller shutters or lockable expanded metal steel gates or weld mesh grilles

#### **Endorsement: Security Level 3**

It is a condition precedent to liability in respect of Damage caused by the Contents Section Standard Contingency Theft or Attempted Theft and in respect of loss of Money under the Loss of Money Section of this Policy unless otherwise agreed by Us in writing that the following protections be fitted **in addition to the Minimum Standards of Protections – Security Level 1**

A Grade 3C alarm system installed by a company on the approved roll of NACOSS Gold or the SSAIB register of installers incorporating

1. contacts on all external doors and internal movement detectors to detect movement by intruders in all principle areas of the Premises
2. confirmed activation by means of sequential activation of detectors.
3. signaling by BT RedCare GSM or DualCom GPRS

and qualifies for Level 1 Police response

#### **Endorsement: Post Office Extension**

Notwithstanding anything contained herein to the contrary in paragraph (2) to Exceptions to Public Liability Sub-Section cover extends to include property belonging to the Post Office for which You are responsible provided that Our maximum liability in respect of any claim or series of claims against You as a result of or arising out of one Event shall not exceed the limit stated against this Extension in the Schedule

#### **Endorsement: Work Away Extension**

Cover provided by the Legal Liabilities Section extends to apply whilst You and/or any of Your Employees are engaged in work in connection with the Business anywhere in Great Britain Northern Ireland the Channel Islands and the Isle of Man (except any premises owned or occupied by You not being the Premises insured hereunder) excluding the amount of the Excess shown in the Schedule in respect of Damage to Property



**Arista Insurance Limited**

Registered in England and Wales No. 5938669

Registered address: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone , Kent ME14 3EN  
Arista Insurance Limited (FRN 459593) an appointed representative of Towergate Underwriting Group Limited  
FCA Register Number 313250, authorised and regulated by the Financial Conduct Authority.

[www.arista-insurance.com](http://www.arista-insurance.com)