Office Insurance Policy

ansvar

Insuring the heart of your community

Office insurance is especially designed for commercial and professional offices offering a package of cover which can be varied and extended to meet your needs.

ansvar

Insuring the heart of your community

OFFICE

Thank you for insuring with Ansvar and we welcome you as a policyholder. We have been trading in the UK for more than 50 years with our roots firmly established as a socially responsible general insurer. Ansvar is a business division of Ecclesiastical Insurance Office plc.

Please read the policy and schedule carefully to ensure that it meets your requirements. If you need any further explanation, or if you find any mistakes, please contact your insurance advisor or us immediately.

You must tell us about any changes which affect your policy. Failure to do so could invalidate your cover. If you are not sure whether certain facts or changes are relevant please check with your insurance advisor or us.

The schedule enclosed with this policy shows your individual details. It also shows the sections of cover which are operative together with any endorsement numbers which may apply. If you have cover under an All Risks section, the item descriptions will be shown under the All Risks Specification on the schedule. The schedule is normally reissued each time there is a change under the policy.

Please note that any index-linking of sums insured within this policy only reflects general inflationary changes. It will not necessarily deal with any inflationary increases due to any particular features of your property. It remains your responsibility to ensure that the sums insured are adequate to provide full cover in the event of any damage.

Should you at any time be dissatisfied with our service, please refer to our Complaints Procedure together with details of our participation in the Financial Ombudsman Service.

Underwritten by Ecclesiastical Insurance Office plc

Where to find what you are looking for

	PAGES		PAGES
All Risks	24 to 25	General Conditions	55 to 57
Book Debts	33	General Exclusions	53 to 54
Buildings	12 to 16	Glass	20
Business Interruption	28 to 32	Goods in Transit	46
Complaints Procedure	6	Helpline Services	5
Computer Breakdown	41 to 42	Legal Expenses	48 to 52
Contents	17 to 23	Making A Claim	4
Corporate Manslaughter	58	Misappropriation of Money	26 to 27
Data Protection Act	5	Money	26 to 27
Definitions	7 to 11	Personal Accident	45
Employees and Visitors Personal Effects	21	Personal Accident Assault	27
Employers Liability	34 to 35	Property Owners Liability	40
Endorsements	58 to 63	Public and Products Liability	36 to 39
Fidelity Guarantee	43 to 44	Refrigerated Contents	47
Financial Ombudsman Service	6	Terrorism Cover	63
Financial Services Compensation Scheme	5	Useful Addresses	6
Fraud Prevention	6		

Making A Claim

ANY CLAIMS APART FROM GLASS OR LEGAL EXPENSES

Phone: 0845 606 0431 (our dedicated 24 hour claims number)

Email: ansvar.claims@ansvar.co.uk

Online: www.ansvar.co.uk

Fax: 01323 739355

Write to: Claims Department, Ansvar Insurance, Ansvar House, St Leonards Road, Eastbourne, BN21 3UR

GLASS

Phone Glassolutions: 0800 47 47 47

- Glassolutions provide a 24 hour, 365 days a year boarding up and replacement glazing service.
- In the event of glass breakage, contact Glassolutions by telephone as above.
- If you are insured for glass breakage, Glassolutions will issue separate invoices to:
  - you in respect of any policy excess and recoverable VAT
  - Ansvar for the remaining cost.
- If the glass is not insured, you will be solely responsible for the entire cost of repairs.

LEGAL EXPENSES

Phone DAS on 0117 934 0437 (quoting reference TS5/5991287)

Email: newclaims@das.co.uk

Write to: Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH

- The insured person must inform DAS as soon as possible and within the time limits stipulated under the terms of the policy, giving full details in writing of the insured incident and providing such proofs, supporting evidence and other information as DAS may require.
- DAS will ask you about your legal dispute and if necessary call you back at an agreed time to give you legal advice.
- If your dispute needs to be dealt with as a claim under this policy, DAS will give you a claim reference number. At this point DAS will not be able to confirm that you are covered but will pass the information you have given to the relevant DAS claims handling team and explain what to do next.
- Claims are usually handled by a representative appointed by DAS, but sometimes DAS deal with them themselves. Claims outside the United Kingdom may be dealt with by other DAS offices elsewhere in Europe.
- Please do not ask for help from a solicitor or accountant before DAS have agreed. If you do, we will not pay the costs involved.

BUILDINGS, CONTENTS AND ALL RISKS

- After any loss or damage you must take all reasonable steps to prevent further loss or damage.
- If the damage is serious, we may decide to appoint an independent loss adjuster or investigator to deal with your claim, therefore you must contact our claims department immediately for further assistance.
- Claims for damage by riot and civil commotion must be reported to us and the police within 7 days in order to protect your, and our, rights of recovery against the police authorities.
- If possible, obtain competitive estimates for the repair and, if requested by us, submit with a completed claim form for our approval. Please send any requested claim form to us immediately should there be any delay in obtaining estimates.
- Once we have agreed an estimate, you can get the work done and send the final account to us for reimbursement (subject to any policy terms).
- A full specification of the damaged property is required together with substantiation, e.g. original purchase receipt, photographs of the article or payment receipts etc. Forward the requested information, with a completed claim form where requested, for our approval.
- Whenever appropriate we aim to provide replacements and we may use our preferred supplier.
- When necessary, you should arrange for emergency repairs to be carried out to prevent further damage.

LIABILITY (CLAIM BEING MADE AGAINST YOU)

- If someone is making a claim against you please notify us immediately.
- Do not make any promise to pay.
- Send any letter or document to us unanswered.

MONEY

- We require substantiation to support your claim and the loss needs to be reported to the police immediately on discovery.

REFRIGERATED CONTENTS

- Please compile a list of the spoilt contents and if possible a photograph of the items.

SALVAGE

- All salvage must be protected and retained for our inspection, unless we or the loss adjuster have instructed you to the contrary.

THEFT, LOSS AND MALICIOUS DAMAGE

- Tell the police immediately if property is stolen, maliciously damaged or if a valuable item is lost, and obtain a crime or lost property reference number. You must take all reasonable steps to prevent any further loss.

Helpline Services

DAS Legal Expenses Insurance Company Limited (DAS) will not accept responsibility if the Helpline Services fail for reasons DAS cannot control.

- DAS provide these services 24 hours a day, seven days a week during the period of insurance.
- All helplines apply to the United Kingdom unless otherwise stated.
- To help DAS check and improve their service standards, DAS record all calls, other than for the COUNSELLING service.
- Please do not phone DAS to report a general insurance claim.

Phone DAS on 0117 934 0437 (quoting reference TS5/5991287)

EUROLAW COMMERCIAL LEGAL ADVICE

DAS will give the Insured confidential legal advice over the phone on any commercial legal problem affecting the Insured, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

TAX ADVICE

DAS will give the Insured confidential advice over the phone on any tax matters affecting the Insured under the laws of the United Kingdom.

EMERGENCY ASSISTANCE

In the event of an unforeseen emergency affecting the Insured's premises which causes damage or potential danger, DAS will contact a suitable repairer or contractor and arrange assistance on behalf of the Insured. All costs of assistance provided are the responsibility of the Insured.

COUNSELLING

Phone DAS on 0117 934 2121 (these calls are not recorded)

DAS will provide all employees (including any members of their immediate family who permanently live with them) of the Insured with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

THE EMPLOYMENT MANUAL

- The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law.
- To view it, please visit the DAS website at www.das.co.uk. From the Home Page click on the Employment Manual icon.
- All the sections of this web-based document can be printed off for your own use.
- Contact DAS at employmentmanual@das.co.uk with your email address, quoting your policy number and DAS will contact you by email to inform you of future updates to the information.

Data Protection Act

Full details about how Ansvar hold and use your data can be found in our privacy policy available on our website www.ansvar.co.uk

The Financial Services Compensation Scheme (FSCS)

The FSCS is the independent body, set up by government, which gives you your money back if your authorised financial services provider is unable to pay you because it has insufficient assets.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought.

The FSCS does not charge individual consumers for using its service.

The FSCS cannot help you if the firm you have done business with is still trading.

You can write to:

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

Visit the website: www.fscs.org.uk

Phone FSCS helpline on 0207 741 4100 or 0800 678 1100

Fraud Prevention

We may check your details with various fraud prevention and credit reference agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. If you make a claim, we will share your information (where necessary) with other companies to prevent fraudulent claims.

For further information please refer to our privacy policy available on our website www.ansvar.co.uk

Complaints Procedure

If you have any reason to complain about the advice or service you have received, please contact us as soon as possible.
You can complain in writing or verbally at any time to:
Ansvar Insurance
Ansvar House, St. Leonards Road, Eastbourne, East Sussex, BN21 3UR

Phone Ansvar Insurance on 0845 60 20 999 or 01323 737541

Email: ansvar.insurance@ansvar.co.uk

OUR PROMISE TO YOU

We will aim to resolve your complaint within one business day

If this is not possible

- We will promptly acknowledge all complaints.
- All complaints will be investigated diligently and impartially within Ansvar.
- We will respond formally to your complaint as soon as possible.
- We will keep you informed of the progress of the investigation.
- If you are not satisfied with our response, or we have not completed our investigation after eight weeks, we will inform you of your right to take the complaint to:

  Financial Ombudsman Service (FOS)

  South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

  Phone FOS on 0800 023 4567 free if phoning from a 'fixed' line (for example a land line at home), or

  0300 123 9123 free for mobile phone users who pay a monthly call charge for calls to numbers starting 01 or 02

  Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect your right to take legal proceedings.

Useful Addresses

ANSVAR INSURANCE
Ansvar House, St Leonards Road
Eastbourne, East Sussex, BN21 3UR

www.ansvar.co.uk

ASSOCIATION OF BRITISH INSURERS
Consumer Information Department
51 Gresham Street, London, EC2V 7HQ

www.abi.org.uk

DAS LEGAL EXPENSES INSURANCE CO. LTD
DAS House, Quay Side
Temple Back, Bristol, BS1 6NH

www.das.co.uk

FINANCIAL OMBUDSMAN SERVICE
South Quay Plaza
183 Marsh Wall, London, E14 9SR

www.financial-ombudsman.org.uk

FINANCIAL CONDUCT AUTHORITY
(To protect and enhance consumer confidence in the UK financial system)

25 The North Colonnade
Canary Wharf, London, E14 5HS

www.fca.org.uk/

FINANCIAL SERVICES COMPENSATION SCHEME
10th Floor, Beaufort House
15 St Botolph Street, London, EC3A 7QU

www.fscs.org.uk

PRUDENTIAL REGULATION AUTHORITY
(To promote safety and soundness of regulated firms and, in respect of insurers, secure the appropriate degree of protection for policyholders)

Bank of England, Threadneedle Street, London, EC2R 8AH

www.bankofengland.co.uk/pra/

FORM No. FA48 (2014)

OFFICE

We and ***you*** agree that:

a) the basis of the contract is:
   - the information contained in the proposal, declaration or statement of facts, and
   - any additional or supplementary information supplied;

b) the policy, schedule and any endorsements (including any replacements for them) are to be read together as one document;

c) ***we*** will insure ***you*** as detailed in the policy's schedule, subject to the terms and conditions of the policy, during the ***period of insurance*** shown in the schedule, provided that ***you*** pay, or agree to pay, the premium and ***we*** accept the premium;

d) this policy (other than the Legal Expenses section) shall be governed by and construed in accordance with the law of England and Wales unless ***your*** legally registered address is located in Scotland in which case the law of Scotland shall apply. If there is any dispute as to which law applies it shall be English law;

e) ***we*** will communicate with ***you*** in English at all times;

f) a person or company who is not 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.

Definitions

Some words or phrases used in the policy and the endorsements are in ***bold italics*** and have particular meanings that are stated below unless otherwise specified. These definitions apply equally where used in the singular or plural unless otherwise stated.

accountant's costs
a reasonable amount in respect of all costs reasonably incurred by the ***representative***

asbestos
asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or any derivatives of asbestos

aspect enquiry
an examination by HM Revenue & Customs which considers one or more specific aspects of the ***insured's*** self assessment and/or corporation tax return

attendance expenses
the ***insured person's*** salary or wages for the time that the ***insured person*** is off work to attend any arbitration, court or tribunal hearing at the request of the ***representative*** or while attending jury service ***We*** will pay for each half or whole day that the court, tribunal or the ***insured person's*** employer will not pay for.
The amount ***we*** will pay is based on the following:
- the time the ***insured person*** is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours
- if the ***insured person*** works full time, the salary or wages for each whole day equals 1/250th of the ***insured person's*** yearly salary or wages
- if the ***insured person*** works part-time, the salary or wages will be a proportion of the ***insured person's*** weekly salary or wages

bodily injury
death, illness, injury or disease

buildings
the buildings at the ***premises*** used for ***your activities***, including:
- landlords fixtures and fittings
- ***fixed glass*** forming part of the buildings
- piping, ducting, cabling, wiring and associated control gear and accessories on the ***premises*** and extending to the public mains
- tenants improvements
- ***outbuildings***
- walls, gates, fences, decking, lychgates, notice boards and fixed garden seating
- paths, drives, car parks and other paved or hard-standing areas
- swimming pools
- fixed outdoor adventure and playground equipment
- inspection covers, fixed lighting, storage tanks, plant or equipment external to the building(s)

all belonging to ***you*** or for which ***you*** are responsible

The following is not included as ***buildings***:
a) land, roads, piers, jetties, bridges, culverts or excavations

Definitions

claim

your request to ***us*** for indemnity, reimbursement or benefit under the terms of this policy, provided that a claim includes a single loss or series of losses from one event consequent on or attributable to one source or original cause

claim made

- any ***claim*** notified to ***us***, or
- any circumstances which may give rise to a ***claim*** that ***you*** discover and notify to ***us***

during the ***period of insurance***

computer equipment

all computer equipment which is used for electronic processing, communication and storage of electronic data, including all ancillary equipment, environmental or voltage control systems, power supply and wiring

contents

business furniture, fixtures, fittings, plant, machinery, appliances, ***documents***, electronic data and all other contents used in connection with ***your activities*** and belonging to ***you*** or for which ***you*** are responsible

The following are not included as ***contents***:

a) landlords fixtures and fittings
b) tenants improvements
c) property more specifically insured
d) clothing and personal effects
e) ***money***, credit or debit cards
f) securities
g) watercraft (other than hand or foot propelled), aircraft, hovercraft, motor vehicles (other than power assisted wheelchairs or domestic gardening equipment), horse boxes, trailers, trailer tents, caravans, or any of the parts or accessories that belong to any of them
h) pets, livestock or other animals
i) trees, shrubs, plants or other vegetation
j) ***electronic equipment*** and ***stock***
k) any property owned by or the responsibility of individual ***insured*** persons in his/her/their own private capacity and not used in connection with ***your activities***

SPECIAL NOTE (not forming part of the policy wording):

1. Cover is provided for contents for which you are responsible. This cover does not provide for contents belonging to hirers, tenants or other occupiers of the premises who must arrange separate insurance in their own name if they require cover for their property.

costs and expenses

a) applicable to Legal Expenses only

- ***legal costs***
- ***accountant's costs***
- ***attendance expenses***

b) applicable to all sections other than Legal Expenses

- legal costs and expenses recoverable from ***you*** by any claimant
- defence costs and expenses incurred with ***our*** written consent

damage / damaged

physical loss, destruction or damage

DAS

DAS Legal Expenses Insurance Company Limited

date of occurrence

the date of occurrence for:

- civil cases (other than under ***insured incident*** - 6 Tax Protection), is when the cause of action first accrued
- criminal cases, is when the ***insured person*** commenced or is alleged to have commenced to violate the criminal law in question
- ***full enquiries*** or ***aspect enquiries***, is when HM Revenue & Customs first notifies in writing the intention to make enquiries
- ***tax intervention enquiries***, is when HM Revenue & Customs first contacts the ***insured*** in relation to commencing a ***tax intervention enquiry*** into the ***insured's*** business accounts
- Employers' Compliance and Value Added Tax disputes, is when the relevant authority sends an assessment or written decision to the ***insured***
- a Charity Commission Investigation is when the ***insured*** receives notification from the Charity Commission that they are to conduct an investigation

declared value

the cost of ***reinstatement*** of the ***buildings*** insured at the level of costs applying at the inception of the ***period of insurance*** (ignoring inflationary factors that may operate subsequently) plus an allowance for:

- the additional costs of ***reinstatement***
- professional fees
- debris removal costs

as insured under the Additional Fees and Costs extension to the Buildings section of this policy

Definitions

denial of service attack
any actions or instructions construed or generated with the ability to damage interfere with or otherwise affect the availability of networks network services network connectivity or information systems. Denial of Service Attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

documents
documents, records, ledgers, books, manuscripts, plans and designs but not electronic data

electronic equipment
- ***computer equipment***
- all other electronic office equipment

used in connection with ***your activities*** and belonging to ***you*** or for which ***you*** are responsible

employee
any person who is:
- under a contract of service or apprenticeship with ***you***
- hired to, supplied to or borrowed by ***you***
- engaged under a work experience or similar scheme
- a labour only sub-contractor or is employed by them
- self-employed

while under ***your*** direct control and supervision and working for ***you*** in connection with ***your activities***

excess
the first amount of each and every agreed ***claim*** that ***you*** will be asked to pay

extra expenses
expenditure necessarily and reasonably incurred by ***you*** in order to minimise the interruption or interference with ***your activities***, including the cost of:
- removal to and from temporary premises and fitting up for ***your*** use
- the additional rent, rates and taxes for these temporary premises
- salaries of additional ***employees*** and overtime payments
- reproducing ***documents*** or electronic data not covered under the Contents section but not the value to ***you*** of the ***documents*** or electronic data nor the materials on which the information is held

fixed glass
fixed:
- plain plate or sheet glass
- plain non-glass glazing materials in windows or protecting glass in windows
- toughened, armoured, wired, curved, leaded, engraved, stained, coloured or other special glass

fraudulent or dishonest act
any act or all acts of fraud or dishonesty committed by any ***employee*** or ***employees*** acting alone or in collusion with others, with the intention of making an improper personal financial gain, resulting in a financial loss to the ***insured***

full enquiry
an extensive examination by HM Revenue & Customs which considers all aspects of the ***insured's*** tax affairs, excluding those enquiries which are limited to one or more specific aspects of the ***insured's*** self assessment and/or corporation tax return

gross profit
the amount by which the sum of the ***turnover*** plus the value of closing ***stock*** and work in progress exceeds purchases plus the value of the opening ***stock*** and work in progress

hacking
unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether ***your*** property or not

income
the amount paid or payable to ***you*** for:
- goods sold and delivered, and
- for other services rendered

in the course of ***your activities*** less the cost of any goods purchased

indemnity period
the period beginning with the ***damage*** or occurrence and ending not later than the expiry of the ***maximum indemnity period*** during which the results of ***your activities*** are affected because of the ***damage*** or occurrence

insured incident
as specified under WHAT IS COVERED within the Legal Expenses section

insured person
the ***insured*** and the directors, trustees, partners, managers, officers, committee members, governors, ***employees*** and any other individuals declared to ***us*** by the ***insured***

legal costs
- all reasonable and necessary costs chargeable by the ***representative*** on a standard basis
- the costs incurred by opponents in civil cases if an ***insured person*** has been ordered to pay them, or pays them with the agreement of ***DAS***

maximum indemnity period
the consecutive period of months shown in the schedule

Definitions

money

- current coins and banknotes
- unused current postage stamps, trading stamps, savings stamps, postal orders, money orders, luncheon, charity and consumer redemption vouchers, gift tokens and unused units of franking machines
- cheques, travellers cheques, travel tickets, bankers drafts, credit card company sales vouchers or receipts
- National Savings certificates, premium bonds
- VAT purchase receipts

all belonging to ***you*** or for which ***you*** are responsible in connection with ***your activities***

non-negotiable money

crossed cheques, crossed postal orders, crossed money orders, crossed bankers drafts, unused units of franking machines, National Savings certificates, premium bonds, credit card company sales vouchers or receipts and VAT purchase receipts, all belonging to ***you*** or for which ***you*** are responsible in connection with ***your activities***

offshore

- embarkation onto a vessel or aircraft for conveyance to an offshore rig, platform or service or accommodation vessel, until disembarkation from the conveyance onto land from such offshore rig, platform or service or accommodation vessel
- whilst on any offshore rig, platform or service or accommodation vessel

outbuildings

sheds, glass-houses, conservatories, garages, storage units, plant rooms, workshops or other buildings at the ***premises***, all being used for ***your activities***, either:

- detached from, or
- attached to but not internally communicating with

the main ***buildings***

outstanding debit balances

the amounts debited or invoiced to customers as set out in ***your*** records or accounts for ***your activities*** but not paid at the time of the ***damage***, adjusted for bad debts and any abnormal trading conditions

period of insurance

the period shown on the schedule for which ***you*** have paid, or agreed to pay, and ***we*** agree to accept the premium

premises

the premises shown in the schedule as 'Location'

products

goods (including their containers, packaging, labelling or instructions) no longer in ***your*** custody or control that have been sold, supplied, installed, erected, serviced, repaired, altered, treated or otherwise worked upon by ***you*** from or in the ***territorial limits*** in connection with ***your activities***

rate of gross profit

gross profit expressed as a percentage of ***turnover*** during the financial year immediately before the date of ***damage***

reinstatement

the rebuilding, replacement or repair of property ***damaged*** to a condition that is equivalent to, or substantially the same as, but not better or more extensive than its condition when new. Where appropriate, reinstatement may be carried out:

- to ***your*** requirements
- upon another site

provided ***our*** liability is not increased

rental income

the rental income for the ***premises*** paid or payable to ***you*** in the course of ***your activities***

representative

the lawyer, accountant or other suitably qualified person, who has been appointed to act for an ***insured person*** in accordance with the terms under the Legal Expenses section

specified disease

one or more of the following:

Acute encephalitis	Measles	Scarlet fever
Acute poliomyelitis	Meningitis	Smallpox
Anthrax	Meningococcal septicaemia (without meningitis)	Tetanus
Cholera	Mumps	Tuberculosis
Diphtheria	Ophthalmia neonatorum	Typhoid fever
Dysentery	Paratyphoid fever	Typhus fever
Legionellosis	Plague	Viral haemorrhagic fever
Legionnaires disease	Rabies	Viral hepatitis
Leprosy	Relapsing fever	Whooping cough
Leptospirosis	Rubella	Yellow fever
Malaria		

stock

stock and materials in trade, including trade samples and promotional goods, owned by ***you*** or held in trust or on commission for which ***you*** are responsible and used in connection with ***your activities***

The following is not included as stock***:***
a) ***money***

tax intervention enquiry

an examination by HM Revenue & Customs to measure the level of compliance in the ***insured's*** financial accounting records to highlight areas where errors have occurred or may occur

Definitions

territorial limits

a) applicable to Legal Expenses section only

i. for ***insured incidents*** 2 Legal Defence (excluding 2.d), and 5 Bodily Injury:
The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey

ii. for all other ***insured incidents***:
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, and the Channel Islands

b) applicable to all sections other than Legal Expenses

i. England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man

terrorism

an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear

terrorist activities

any 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 other government de jure or de facto and certified in writing as an Act of Terrorism by HM Treasury

turnover

the amount paid or payable to ***you*** for goods sold and delivered and for services rendered in the course of ***your activities***

unoccupied

unoccupied, untenanted, empty or disused

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. Virus or Similar Mechanism includes but is not limited to Trojan horses worms and logic bombs

we / us / our

Ansvar Insurance

working hours

any time when the ***buildings*** are occupied for ***your activities*** by ***you*** or any partner, director or ***employee*** responsible for ***money***

you / your / insured / policyholder

the person(s), company or organisation (including a body of trustees) named in the schedule as the policyholder

your activities

a) ***your*** business activities declared to ***us***, accepted by ***us*** in writing, and:

- undertaken with ***your*** full knowledge and authority, and
- under ***your*** or an authorised ***employee's*** control, and
- operated from premises in the ***territorial limits***

b) ownership, repair or maintenance of the ***premises***

Section 1 Buildings

WHAT IS COVERED	WHAT IS NOT COVERED
We will pay for ***damage*** to ***buildings*** caused by any of the following events, including any optional event which is shown as operative in the schedule, unless otherwise stated by endorsement.	1. The events and extensions to this section do not cover the amount of ***excess*** shown in the schedule unless otherwise stated. 2. Consequential loss of any kind. 3. Any ***claim*** if ***you*** failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.
EVENTS	
1 Fire, subterranean fire, explosion, lightning or earthquake.	1. Fire ***damage*** to property occasioned by or happening through: a) its own spontaneous fermentation or heating b) its undergoing any process involving the application of heat c) riot or civil commotion. 2. Explosion ***damage***: a) consisting of the bursting of a boiler, economiser or other vessel, machine or apparatus, belonging to ***you*** or under ***your*** control, in which internal pressure is due to steam only b) in respect of, and originating in, any vessel, machine or apparatus, or its contents, belonging to ***you*** or under ***your*** control, which is required to be examined to comply with any statutory regulations, unless such vessel, machine or apparatus shall be the subject of a policy or other contract providing the required inspection service.
2 Smoke.	***Damage*** by any gradually operating cause.
3 Aircraft or other aerial devices or articles dropped from them.	
4 a) Theft or attempted theft. b) Theft of external metalwork. The most ***we*** will pay for theft of external metalwork is £25,000 for any ***claim***.	***Damage***: a) occurring while the ***buildings*** are ***unoccupied*** b) resulting from theft or attempted theft of external metalwork occurring when scaffolding is erected at the ***premises*** unless ***we*** have agreed in writing to provide cover c) to ***fixed glass***, sanitary fittings or signs forming part of the ***buildings*** d) arising from the deliberate erasure, loss, distortion or corruption of electronic data.
5 Impact by any road vehicle, train or animal.	***Damage*** caused by domestic pets.
6 Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.	***Damage*** resulting from stoppage of work.
7 Malicious people or vandals.	***Damage***: a) occurring while the ***buildings*** are ***unoccupied*** b) caused by theft or attempted theft c) caused by fire or explosion d) to ***fixed glass***, sanitary fittings or signs forming part of the ***buildings*** e) arising from the deliberate erasure, loss, distortion or corruption of electronic data.
8 Storm or flood.	***Damage***: a) caused by frost b) caused by subsidence, heave or landslip c) caused by storm while the ***buildings*** are ***unoccupied*** d) due solely to change in water table level e) as defined within event 9 (escape of water) f) to fences, gates or decking g) to swimming pools, paths, drives, car parks and other paved or hard-standing areas.
9 a) Escape of water from any tank, apparatus or pipe. b) ***We*** will also cover ***damage*** to internal fixed water tanks, apparatus or pipes by freezing or forcible and violent bursting.	***Damage***: a) occurring while the ***buildings*** are ***unoccupied*** b) caused by escape of water from automatic sprinkler installations.
10 Escape of fuel oil from any fixed oil-fired heating installation.	***Damage*** occurring while the ***buildings*** are ***unoccupied***.
11 Falling radio or television aerials, satellite dishes, fittings or masts.	***Damage*** to radio or television aerials, satellite dishes, fittings or masts.

Section 1 Buildings

WHAT IS COVERED

12 Falling trees, branches, telegraph poles or lamp posts including the cost of removing those that cause ***damage*** to the ***buildings***.

13 Accidental ***damage***:
(Only operative if the current schedule shows 'Buildings including Accidental Damage')

WHAT IS NOT COVERED

Damage to fences, gates or decking.

1. The cost of maintenance and normal redecoration.
2. ***Damage***:
a) which is specifically included or excluded elsewhere under this section or by endorsement
b) occurring while the ***buildings*** are ***unoccupied***
c) to ***fixed glass***, sanitary fittings or signs forming part of the ***buildings***.
3. ***Damage*** caused by, resulting from or consisting of:
a) wear and tear, depreciation or gradually operating cause
b) action of light, atmospheric or climatic conditions or frost
c) moths, vermin, insects, parasites, woodworm, fungus, mildew or rot
d) arising from the deliberate erasure, loss, distortion or corruption of electronic data
e) domestic pets
f) faulty workmanship, defective design or the use of defective materials
g) inherent vice or latent defect
h) subsidence, heave or landslip
i) movement, settlement, shrinkage, expansion or its own collapse or cracking
j) demolition, structural alteration or structural repair of the ***buildings***.
4. Mechanical or electrical fault, breakdown or failure and any consequent ***damage***.

Special requirements for Buildings

You are required as a condition precedent to ***our*** liability:

1 COOKING EQUIPMENT
for ***damage*** by fire or smoke, to ensure that any fixed cooking equipment (including but not restricted to fixed deep frying equipment) designed to utilise fixed ducting extraction by the manufacturer, or where such extraction is required by any authority:
- be securely fixed and isolated from combustible materials
- have all grease traps and filters cleaned at least once every month
- have all flues and extraction ducts cleaned at least annually
- have thermostatic temperature control or cut-out devices fitted and maintained in efficient working order.

Furthermore, fire extinguishing appliances suitable for extinguishing oil or fat fires must be permanently kept in the cooking area and be maintained in accordance with manufacturers' instructions.

2 USE OF SECURITY DEVICES
for ***damage*** by theft or attempted theft from the ***buildings***, to ensure that all existing devices for securing the ***buildings*** are put into full and effective operation, and to have all keys removed from the locks and kept in a secure place, whenever the ***buildings*** are left unattended.

3 WASTE MATERIALS
for ***damage*** by fire, explosion or smoke, to ensure that, where ***you*** operate any recycling, woodworking or engineering workshops at the ***premises***, any:
- combustible waste materials are cleared away at the end of each working day and placed in metal containers
- oily or greasy wipes or rags are placed in closed metal containers when not in use.

Extensions for Buildings

WHAT IS COVERED

1 TRANSFER OF INTEREST
If ***you*** contract to sell the ***buildings*** the purchaser who completes the sale shall have the benefit of the cover by this section between exchange of contracts and completion of sale.

WHAT IS NOT COVERED

Damage if the purchaser:
a) insures the ***buildings*** or they are otherwise insured on the purchaser's behalf
b) does not comply with the terms of this policy.

Extensions for Buildings

WHAT IS COVERED	WHAT IS NOT COVERED
2 ADDITIONAL FEES AND COSTS Within the ***buildings*** sum insured ***we*** will pay for the following costs or fees necessarily and reasonably incurred with ***our*** consent in the ***reinstatement*** or repair of the ***buildings*** following ***damage*** by any operative event under this section:	
a) architects', surveyors' and other professional fees	Fees for the preparation of any ***claim***.
b) debris removal costs or the costs of dismantling, demolishing, shoring-up or propping-up the ***buildings***	1. Cost of removing debris other than from the site on which the ***damage*** occurred and the area immediately adjacent to it. 2. Costs arising from pollution or contamination of property not insured by this section.
c) European Union and Public Authorities - the additional costs incurred solely because of the need to comply with: i. European Union legislation ii. other statutory regulations or public authority bye-laws, provided ***reinstatement*** is not unreasonably delayed and is completed within 12 months from the date of the ***damage*** unless ***we*** agree otherwise in writing. The most ***we*** will pay under c) above is: • 15% of the ***buildings*** sum insured • where the ***buildings*** sum insured applies to more than one ***premises***, 15% of ***our*** liability for the ***damage*** at the affected ***premises*** had the property been totally destroyed.	1. The additional costs for ***damage***: a) occurring before cover under this paragraph c) was effective b) not insured by this policy. 2. The additional costs relating to: a) any notice of compliance served on ***you*** before the ***damage*** b) an existing agreement requiring implementation within a given period c) undamaged ***buildings***, or parts of them, other than foundations (not otherwise excluded) for the ***damaged*** part of the ***buildings*** d) any charge or assessment arising out of capital appreciation.
3 UNDERGROUND SERVICES ***We*** will pay for accidental ***damage*** for which ***you*** are responsible to: • inspection covers or underground tanks • underground pipes (including waste drainage pipes) or cables extending to the public mains at the ***premises***.	***Damage*** caused by or resulting from: a) wear and tear, depreciation or gradually operating cause b) atmospheric or climatic conditions or frost c) faulty workmanship, defective design or the use of defective materials d) subsidence, heave or landslip e) movement, settlement, shrinkage, expansion or its own collapse or cracking f) demolition, structural alteration or structural repair of the ***buildings***.
4 CAPITAL ADDITIONS ***We*** will cover ***damage*** by any operative event under this section to: a) alterations, additions and improvements to the ***buildings*** b) newly acquired buildings, so far as they are not otherwise insured, anywhere in the ***territorial limits*** during the ***period of insurance***, provided that ***you***: • undertake to give details of such alterations, additions, improvements and acquisitions as soon as possible • effect specific insurance from the date that ***our*** liability commenced and pay any additional premium due. The most ***we*** will pay for any ***claim*** is 10% of the ***buildings*** sum insured or £250,000, whichever is less.	Any appreciation in value.
5 DAMAGE TO GROUNDS ***We*** will pay for the reasonable cost of making good the gardens or grounds of the ***buildings damaged*** by the emergency services in attending the ***buildings*** following ***damage*** which is the subject of a valid ***claim*** under this section. The most ***we*** will pay is £10,000 for any ***claim***.	
6 CLEARING OF DRAINS ***We*** will pay for the clearing, cleaning or repairing of drains, gutters and sewers for which ***you*** are responsible following ***damage*** which is the subject of a valid ***claim*** under this section. The most ***we*** will pay is £10,000 for any ***claim***.	
7 WORKMEN Workmen are allowed to work on the ***buildings*** for the purposes of effecting any decorations or minor repairs, additions or alterations without prejudice to this policy.	

Extensions for Buildings

WHAT IS COVERED

8 NON-INVALIDATION

Cover under this section shall not be invalidated by any act or omission or any alteration whereby the risk of ***damage*** is increased unknown to ***you*** or beyond ***your*** control, provided that:

- immediately on becoming aware of this ***you*** give notice to ***us*** and pay any additional premium due
- ***you*** take immediate steps to carry out any ***damage*** prevention measures that ***we*** may require.

9 TRACE AND ACCESS

We will pay costs necessarily and reasonably incurred by ***you*** resulting from any operative event under this section in:

- locating the source of ***damage*** caused to the ***buildings*** in consequence of the escape of water or fuel oil from any tank, apparatus or pipe
- making good the subsequent ***damage*** due to locating such source.

The most ***we*** will pay is £25,000 for any ***claim***.

10 ADDITIONAL INTERESTS

The interest of any third party in any property insured by this section is automatically noted provided that:

- the interest is required to be included on the policy by ***you*** under the terms of a mortgage or property lease,
- the cover for the additional interest is no more extensive than the current cover provided to ***you*** under the policy at the time the interest commences,
- ***you*** advise full details to ***us*** in writing as soon as reasonably practicable, with immediate notification if a ***claim*** occurs.

11 EXTINGUISHER AND ALARM RE-SETTING EXPENSES

We will pay the reasonable costs incurred by ***you*** in:

- refilling fire extinguishing appliances
- replacing sprinkler heads
- resetting fire or intruder alarm systems

following their activation caused by any operative event under this section.

The most ***we*** will pay is £5,000 for any ***claim***.

WHAT IS NOT COVERED

Claims settlement for Buildings

We can choose to settle a ***claim*** for ***damage*** by either:

- paying for the full cost of repairing, or
- by making a cash payment, or
- paying for the cost of re-building if ***damaged*** beyond repair.

REINSTATEMENT

The ***claim*** settlement will be calculated on the basis of ***reinstatement*** provided that:

- in the event of the repair of partial ***damage***, ***we*** will not pay more than the amount ***we*** would have paid if the whole of the property had been destroyed
- this ***reinstatement*** basis of settlement will not apply:
  a) unless ***reinstatement*** begins and proceeds without delay
  b) until the cost of ***reinstatement*** has been incurred
  c) if at the time of ***damage*** the property is insured under any other policy that is not on the same basis of ***reinstatement***.

If the ***reinstatement*** basis of settlement does not apply then a deduction for wear and tear and betterment will be made.

UNDERINSURANCE

- When ***reinstatement*** applies: if at the time of ***reinstatement*** the sum representing 85% of the cost of reinstatement of the whole of the property exceeds the sum insured (adjusted for index-linking) at the time of commencement of any ***damage***, the amount ***we*** will pay will be reduced in the same proportion as the said sum insured (adjusted for index-linking) bears to the total cost of ***reinstatement*** of the whole of the property at the time of ***reinstatement***.
- When ***reinstatement*** does not apply: if at the time of the ***damage***, the sum insured (plus index-linking) by any item is less than the total cost of rebuilding the property to which that sum insured relates, then the amount ***we*** will pay will be reduced in the same proportion that the sum insured (plus index-linking) bears to its total cost of rebuilding. In assessing the total cost of rebuilding a deduction is to be made for wear and tear and betterment.

LIMITS

The most ***we*** will pay for any ***claim***, unless otherwise stated, is the sum insured shown in the schedule at the date of the ***damage*** (plus index-linking) increases up to the completion of ***reinstatement***.

AUTOMATIC REINSTATEMENT OF SUM INSURED

The sum insured will not be reduced by a ***claim*** payment unless ***we*** give written notice to the contrary within 30 days of the ***claim*** notification being first received by ***us***, provided that ***you*** take immediate steps to carry out any ***damage*** prevention measures that ***we*** may require.

MATCHING SETS

We will not pay for the cost of replacing any undamaged item which forms part of a set (other than a pair) or suite or any other item of a uniform nature, colour or design, including carpets, when ***damage*** happens to a specific part or within a clearly identifiable area and replacements cannot be matched.

Section 2 Contents

WHAT IS COVERED	WHAT IS NOT COVERED
We will pay for ***damage*** to ***contents***, ***electronic equipment*** and ***stock*** while contained in the ***buildings*** caused by any of the following events, including any optional event which is shown as operative in the schedule, unless otherwise stated by endorsement.	1. The events and extensions to this section do not cover the amount of ***excess*** shown in the schedule unless otherwise stated. 2. Consequential loss of any kind. 3. Any ***claim*** if ***you*** failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.
EVENTS	
1 Fire, subterranean fire, explosion, lightning or earthquake.	1. Fire ***damage*** to property occasioned by or happening through: a) its own spontaneous fermentation or heating b) its undergoing any process involving the application of heat c) riot or civil commotion. 2. Explosion ***damage***: a) consisting of the bursting of a boiler, economiser or other vessel, machine or apparatus, belonging to ***you*** or under ***your*** control, in which internal pressure is due to steam only b) in respect of, and originating in, any vessel, machine or apparatus, or its contents, belonging to ***you*** or under ***your*** control, which is required to be examined to comply with any statutory regulations, unless such vessel, machine or apparatus shall be the subject of a policy or other contract providing the required inspection service.
2 Smoke.	***Damage*** by any gradually operating cause.
3 Aircraft or other aerial devices or articles dropped from them.	
4 Theft or attempted theft: a) involving entry to or exit from the ***buildings*** by forcible and violent means b) following assault, violence or threat of violence to ***you***, ***your*** family or ***employees.***	***Damage***: a) where ***you***, any of ***your*** directors, partners or ***employees***, or any family member is involved as principal or accessory b) occurring while the ***buildings*** are ***unoccupied*** c) arising from the deliberate erasure, loss, distortion or corruption of electronic data.
5 Impact by any road vehicle, train or animal.	***Damage*** caused by domestic pets.
6 Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.	***Damage*** resulting from stoppage of work.
7 Malicious people or vandals.	***Damage***: a) occurring while the ***buildings*** are ***unoccupied*** b) caused by theft or attempted theft c) caused by fire or explosion d) to property in unlocked ***outbuildings*** e) arising from the deliberate erasure, loss, distortion or corruption of electronic data.
8 Storm or flood.	1. ***Damage***: a) caused by frost b) caused by subsidence, heave or landslip c) caused by storm while the ***buildings*** are ***unoccupied*** d) due solely to change in water table level e) to property in any cellar or basement used for storage purposes only unless stored at least 15 centimetres above the floor f) as defined within event 9 (escape of water). 2. £500 ***excess*** for ***damage*** to property in any cellar or basement used other than for storage purposes only.
9 a) Escape of water from any tank, apparatus or pipe. b) ***We*** will also pay for the unit cost at the current rate per cubic metre of water lost as a direct result of such escape. The most ***we*** will pay in respect of metered water is £5,000 for any ***claim***.	1. ***Damage***: a) occurring while the ***buildings*** are ***unoccupied*** b) to property in any cellar or basement used for storage purposes only unless stored at least 15 centimetres above the floor c) caused by escape of water from automatic sprinkler installations. 2. £500 ***excess*** for ***damage*** to property in any cellar or basement used other than for storage purposes only.

Section 2 Contents

WHAT IS COVERED

10 a) Escape of fuel oil from any fixed oil-fired heating installation.
b) ***We*** will also pay for the value of the lost oil as a direct result of such escape.

The most ***we*** will pay in respect of loss of oil is £5,000 for any ***claim***.

11 Falling radio or television aerials, satellite dishes, fittings or masts including ***damage*** to any of them.

12 Falling trees, branches, telegraph poles or lamp posts.

13 Accidental ***damage***.
(Only operative if the schedule shows 'Contents including Accidental Damage')

WHAT IS NOT COVERED

Damage occurring while the ***buildings*** are ***unoccupied***.

1. ***Damage***:
a) which is specifically included or excluded elsewhere under this section or by endorsement
b) occurring while the ***buildings*** are ***unoccupied***.
2. ***Damage*** caused by, resulting from or consisting of:
a) wear and tear, depreciation or gradually operating cause
b) action of light, atmospheric or climatic conditions
c) moths, vermin, insects, parasites, woodworm, fungus, mildew or rot
d) mechanical or electrical fault, breakdown or failure or use contrary to the manufacturer's instructions
e) domestic pets
f) faulty workmanship, defective design or the use of defective materials
g) inherent vice or latent defect
h) subsidence, heave or landslip
i) any process of cleaning, dyeing, altering, repairing, renovating or restoring
j) arising from the deliberate erasure, loss, distortion or corruption of electronic data
k) unexplained disappearance, inventory shortage or shortage due to error or omission
l) marring or scratching
m) deterioration of foodstuffs or refrigerated goods.

Special requirements for Contents

You are required as a condition precedent to ***our*** liability:

1 MINIMUM STANDARD OF PHYSICAL SECURITY
for ***damage*** by theft or attempted theft from the ***buildings***, or the portion of the ***buildings***, occupied by ***you*** for ***your activities*** to ensure that the following minimum standard of physical security for the ***buildings*** is present throughout the ***period of insurance***:

a) external single leaf doors (including wicket gates), are fitted with:
- 5 lever mortise deadlock with the appropriate metal box striking plate, or
- a lock approved to BS3621 with the appropriate metal box striking plate, or
- a 5 lever or 6 pinned hardened steel close shackle padlock with a coach-bolted locking bar and staple if sited externally, or if the coach-bolted locking bar is sited internally then an open shackle padlock with a hardened steel shackle, or
- a multi-point locking system with at least 2 locking points in addition to a horizontal deadbolt or hook bolt for UPVC doors, or
- a cylinder mortise deadlock for aluminium doors
- manufacturer's lock(s) as supplied for armoured plate doors
- top and bottom key operated mortise rack bolts with internal operation only in addition to another lock which may or may not satisfy any of the above

b) external double doors (specification as for single doors but to be rebated on each meeting edge) are fitted with a lock to the standard in a) above and with internal flush bolts or mortised rack bolts fitted top and bottom on the first closing leaf

c) any internal final entrance/exit or other doors leading to parts of the ***buildings*** not in ***your*** sole occupation meet the standard in a) or b) above

d) all outward opening external doors are fitted with hinge bolts top and bottom on each leaf

e) sliding/patio doors are fitted with a multi-point locking system with at least 2 locking points or key operated locks fitted top and bottom in addition to a hook bolt(s)

f) roller shutters are fitted with integral locking bar and 5 lever or 6 pinned hardened steel close shackle padlocks or by two integral locks to each shutter

g) folding or concertina doors are fitted with a 5 lever or 6 pinned hardened steel close shackle padlock with a coach-bolted locking bar and staple

h) opening windows (each dimension measuring more than 23 centimetres) that are easily accessible from the outside (less than two metres from the ground or above a roof, or adjacent to a fire escape, stairway or walkway) are fitted with key operated security devices or are permanently screwed shut.

If ***you*** fail to comply with this requirement, and such failure caused or worsened a loss for ***damage*** by theft or attempted theft, the amount of ***excess*** for any ***claim*** arising is increased to £500 or 10% of the amount of any ***claim*** (whichever is greater), unless otherwise agreed by ***us*** in writing.

SPECIAL NOTE (not forming part of the policy wording):
1. Special requirement 1 does not apply to fire exit doors except where such security devices are allowed by the fire authorities.

2 USE OF SECURITY DEVICES
for ***damage*** by theft or attempted theft from the ***buildings***, to ensure that all existing devices for securing the ***buildings*** are put into full and effective operation and to have all keys removed from the locks and kept in a secure place, whenever the ***buildings*** are left unattended.

3 COOKING EQUIPMENT
for ***damage*** by fire or smoke, to ensure that any fixed cooking equipment (including but not restricted to fixed deep frying equipment) designed to utilise fixed ducting extraction by the manufacturer, or where such extraction is required by any authority:
- be securely fixed and isolated from combustible materials
- have all grease traps and filters cleaned at least once every month
- have all flues and extraction ducts cleaned at least annually
- have thermostatic temperature control or cut-out devices fitted and maintained in efficient working order.

Furthermore, fire extinguishing appliances suitable for extinguishing oil or fat fires must be permanently kept in the cooking area and be maintained in accordance with manufacturers' instructions.

4 WASTE MATERIALS
for ***damage*** by fire, explosion or smoke, to ensure that, where ***you*** operate any recycling, woodworking or engineering workshops at the ***premises***, any:
- combustible waste materials are cleared away at the end of each working day and placed in metal containers
- oily or greasy wipes or rags are placed in closed metal containers when not in use.

Extensions for Contents

WHAT IS COVERED	WHAT IS NOT COVERED
1 GLASS AND SANITARY FITTINGS ***We*** will pay for breakage of: • ***fixed glass*** • sanitary fittings • lamps or signs • glass in furniture, showcases, shelves, tops and mirrors in the portion of the ***premises*** for which ***you*** are responsible including: a) the cost of necessary boarding up pending the replacement of any ***fixed glass*** which is the subject of a valid ***claim*** under this extension b) the repair of frames or framework caused by such breakage c) ***damage*** to property covered by this section caused by such breakage d) the cost of replacing any lettering, ornamentation or intruder alarm foil. The most ***we*** will pay for any ***claim***: • under b) and d) is £2,500 in total • for fixed toughened, armoured, wired, curved, leaded, engraved, stained, coloured or other special glass in total is £2,500 • for breakage of lamps or signs is £2,500 unless otherwise agreed by ***us*** in writing.	Breakage: a) caused by repairs or alterations to the ***buildings*** b) while the ***buildings*** are ***unoccupied*** c) of property which was in any way defective at the time cover was effected d) of glass forming part of ***stock*** e) of bulbs or tubes in lamps or signs when there is no other ***damage*** to the lamp or sign.
2 THEFT DAMAGE TO BUILDINGS ***We*** will pay for damage to the ***buildings*** arising out of theft, or attempted theft involving forcible and violent means to enter or leave the ***buildings*** provided ***you*** are legally responsible for making good such damage.	1. ***Damage***: a) occurring while the ***buildings*** are ***unoccupied*** b) caused by fire or explosion. 2. Loss by theft, or attempted theft, of any part of the ***buildings***.
3 THEFT OF KEYS ***We*** will pay for the cost of replacement locks and keys if the keys to the ***buildings***, safes or strongrooms are stolen: • from the ***buildings*** or home of a director, partner or authorised ***employee*** • following assault, violence or threat of violence. The most ***we*** will pay is £2,500 for all ***claims*** in any one ***period of insurance***.	1. £100 ***excess***. 2. The cost of changing locks to safes or strongrooms where the keys: a) have been stolen from an unattended room in the ***buildings*** during ***working hours*** unless the keys were in a locked receptacle at the time of the theft b) were left in the ***buildings*** outside ***working hours***.
4 DEBRIS REMOVAL ***We*** will pay the costs necessarily incurred with ***our*** consent in removing debris of property covered by this section ***damaged*** by any operative event under this section. The most ***we*** will pay is 10% of the total sum insured under this section for any ***claim***.	1. Cost of removing debris other than from the site on which the ***damage*** occurred and the area immediately adjacent to it. 2. Costs arising from pollution or contamination of property not insured by this section.
5 TEMPORARY REMOVAL OF CONTENTS ***We*** will pay for ***damage*** caused by any operative event under this section to: • ***contents*** or ***electronic equipment***: - temporarily removed for cleaning, renovation or repair - temporarily removed but in the custody or control of an authorised director, partner or ***employee*** - at or in transit to or from a bank or safe deposit • ***documents*** while in the post occurring in the ***territorial limits***. The most ***we*** will pay is £2,500 for any ***claim***.	1. Property: a) covered elsewhere in this section or in the policy b) otherwise insured. 2. Clothing and personal effects. 3. Camping, sports or leisure equipment of any kind. 4. ***Damage*** by theft of: a) computers designed to be portable from any unattended motor vehicle b) any other property from any unattended motor vehicle unless: i. the property is hidden from view in a closed glove, storage or luggage compartment or boot, and ii. all windows and sunroofs are securely closed and all doors, tailgate and boot are locked. 5. ***Damage*** in transit to, from or whilst at any exhibition.

Extensions for Contents

WHAT IS COVERED	WHAT IS NOT COVERED
6 PROPERTY OF EMPLOYEES AND VISITORS ***We*** will pay for ***damage*** caused by any operative event (other than event 13) to clothing and personal effects belonging to: • visitors while in the ***buildings*** and for which ***you*** have accepted responsibility • directors, partners or ***employees*** while in any building or in transit in the ***territorial limits*** in connection with ***your activities***. The most ***we*** will pay is £500 any one item and £1,000 for any ***claim*** for any one person.	1. £25 ***excess***. 2. ***Damage*** to: a) ***money***, credit or debit cards b) bicycles c) property in the open d) property more specifically insured. 3. ***Damage*** by theft of: a) computers designed to be portable from any unattended motor vehicle b) any other property from any unattended motor vehicle unless: i. the property is hidden from view in a closed glove, storage or luggage compartment or boot, and ii. all windows and sunroofs are securely closed and all doors, tailgate and boot are locked. 4. ***Damage*** to clothing and personal effects covered under the Money section to this policy or otherwise more specifically insured by this or any other policy.
7 EXHIBITIONS ***We*** will pay for ***damage*** caused by any operative event under this section to property covered by this section in any building away from the ***premises*** at exhibitions in connection with ***your activities***, or while in transit to and from such buildings within the ***territorial limits***. The most ***we*** will pay is £2,500 any one item and £5,000 for any ***claim***.	1. ***Damage*** to: a) ***money***, credit or debit cards b) property more specifically insured. 2. ***Damage*** by theft of: a) computers designed to be portable from any unattended motor vehicle b) any other property from any unattended motor vehicle unless: i. the property is hidden from view in a closed glove, storage or luggage compartment or boot, and ii. all windows and sunroofs are securely closed and all doors, tailgate and boot are locked. 3. ***Damage*** by malicious persons or by theft or attempted theft from any unattended building unless all windows are securely closed and all external doors locked.
8 ADDITIONAL CONTENTS ACQUIRED ***We*** will cover additional property acquired during the ***period of insurance***, provided that ***you***: • undertake to give details of such additions as soon as possible • effect specific insurance from the date that ***our*** liability commenced and pay any additional premium due. The most ***we*** will pay is 10% of the total sum insured under this section for any ***claim***.	1. Any appreciation in value. 2. Buildings.
9 EXTINGUISHER AND ALARM RE-SETTING EXPENSES ***We*** will pay the reasonable costs incurred by ***you*** in: • refilling fire extinguishing appliances • replacing sprinkler heads • resetting fire or intruder alarm systems following their activation at the ***premises*** and caused by any operative event under this section. The most ***we*** will pay is £5,000 for any ***claim***.	
10 HIRED-IN PROPERTY ***We*** will pay for ***damage*** caused by any operative event under this section to property: • hired-in • on free loan for ***your activities*** when in ***your*** custody or control while in the ***buildings*** or in transit to and from such ***buildings*** within the ***territorial limits***. The most ***we*** will pay is £2,500 any one item and £5,000 for any ***claim***.	1. ***Damage***: a) caused by or resulting from theft from any unattended motor vehicle or trailer b) to property hired-in or on free loan for more than 30 days c) to property covered: i. elsewhere in this section or in the policy ii. more specifically insured. 2. Motor vehicles that are or can be licensed for road use, caravans, trailers, watercraft or aircraft and their accessories.

Extensions for Contents

WHAT IS COVERED	WHAT IS NOT COVERED
11 NON-INVALIDATION Cover under this section shall not be invalidated by any act or omission or any alteration whereby the risk of ***damage*** is increased unknown to ***you*** or beyond ***your*** control, provided that: • immediately on becoming aware of this ***you*** give notice to ***us*** and pay any additional premium due • ***you*** take immediate steps to carry out any ***damage*** prevention measures that ***we*** may require.	
12 PROPERTY IN THE OPEN ***We*** will pay for ***damage*** caused by any operative event under this section to: • movable ***contents*** • garden furniture or garden ornaments in the open at the ***premises***. The most ***we*** will pay is £2,500 for any ***claim***.	1. ***Damage*** by: a) theft or attempted theft to movable ***contents*** other than garden furniture or garden ornaments b) storm or flood to property not designed to be kept in the open. 2. ***Damage*** to property more specifically insured.
13 TRACE AND ACCESS This extension is not operative if the Buildings section is shown as operative in the schedule. ***We*** will pay costs necessarily and reasonably incurred by ***you*** and for which ***you*** are legally responsible resulting from an operative event in: • locating the source of ***damage*** caused to the ***buildings*** in consequence of the escape of water or fuel oil from any tank, apparatus or pipe • making good the subsequent ***damage*** due to locating such source. The most ***we*** will pay is £25,000 for any ***claim***.	***Damage*** recoverable from any other insurance.
14 DISCHARGE OF OIL ***We*** will pay for costs necessarily incurred by ***you*** with ***our*** consent to decontaminate the grounds of the ***premises*** following accidental discharge of oil from any oil fired heating appliance or storage tank on the ***premises***. The most ***we*** will pay is £5,000 for any ***claim***.	Costs otherwise insured.
15 ADDITIONAL INTERESTS The interest of any third party in any property insured by this section is automatically noted provided that: • the interest is required to be included on the policy by ***you*** under the terms of any hiring lease or hire purchase agreement • the cover for the additional interest is no more extensive than the current cover provided to ***you*** under the policy at the time the interest commences • ***you*** advise full details to ***us*** in writing as soon as reasonably practicable, with immediate notification if a ***claim*** occurs.	

Claims settlement for Contents

We can choose to settle a ***claim*** for ***damage*** by either:

- paying for the full cost of repairing, or
- by making a cash payment, or
- replacing the property insured.

Unless otherwise stated, settlement will be calculated on the basis of ***reinstatement*** provided that this ***reinstatement*** basis of settlement will not apply:

- unless ***reinstatement*** begins and proceeds without delay
- until the cost of ***reinstatement*** has been incurred
- if at the time of ***damage*** the property is insured under any other policy that is not on the same basis of ***reinstatement***
- to linen or clothing.

If the ***reinstatement*** basis of settlement does not apply then a deduction for wear and tear and betterment will be made.

COMPUTERS

We will include where necessary the replacement of available proprietary (made or sold by a particular company and protected by registered trademark) software plus any reasonable cost of specialist software or network installation by professional technicians.

We will not pay for:

- installation of software that can be completed by ***you*** following manufacturer's standard instructions
- any non-proprietary software.

DATA OR DOCUMENTS

We will pay the value of the physical materials together with the clerical labour costs or computer time needed to reproduce the electronic data or ***documents***.

We will not pay for the:

- costs of finding any information needed for the reproduction of electronic data or ***documents***
- value to ***you*** of the electronic data or the information in ***documents***.

STOCK

Settlement for ***stock*** will be based upon the wholesale market value at the date of ***damage***.

UNDERINSURANCE

- When ***reinstatement*** applies: if at the time of ***reinstatement*** the sum representing 85% of the cost of ***reinstatement*** of the whole of the property exceeds the sum insured (adjusted for index-linking) at the time of commencement of any ***damage***, the amount ***we*** will pay will be reduced in the same proportion as the said sum insured (adjusted for index-linking) bears to the total cost of ***reinstatement*** of the whole of the property at the time of ***reinstatement***
- When ***reinstatement*** does not apply: if at the time of the ***damage***, the sum insured (plus index-linking) by any item is less than the total value of the property to which that sum insured relates, then the amount ***we*** will pay will be reduced in the same proportion that the sum insured (plus index-linking) bears to its total value. In assessing the total value of the property a deduction is to be made for wear and tear and betterment.

LIMITS

The most ***we*** will pay in respect of any ***claim***:

- for antiques, pictures, works of art, items of precious metal, manuscripts, books or other property retaining any antiquity or special value, unless otherwise agreed by ***us*** in writing, is:
  a) £2,500 any one item
  b) £10,000 in total
- for electronic data is 5% of the ***contents*** sum insured or £2,500, whichever is greater
- unless otherwise stated, is the sum insured shown in the schedule at the date of the ***damage*** (plus index-linking) increases up to:
  a) the completion of ***reinstatement***, or
  b) where ***reinstatement*** does not apply, the settlement of ***claim***.

AUTOMATIC REINSTATEMENT OF SUM INSURED

The sum insured will not be reduced by a ***claim*** payment unless ***we*** give written notice to the contrary within 30 days of the ***claim*** notification being first received by ***us***, provided that ***you*** take immediate steps to carry out any ***damage*** prevention measures that ***we*** may require.

MATCHING SETS

We will not pay for the cost of replacing any undamaged item which forms part of a set (other than a pair) or suite or any other item of a uniform nature, colour or design, including carpets, when ***damage*** happens to a specific part or within a clearly identifiable area and replacements cannot be matched.

Section 3 All Risks

WHAT IS COVERED

We will pay for ***damage*** to ***your*** property, or property for which ***you*** are responsible, as listed in the All Risks Specification in the schedule occurring within the stated geographical limits.

WHAT IS NOT COVERED

1. The amount of ***excess*** shown in the schedule increased to £250 in respect of theft or attempted theft of property from any trailer.
2. ***Damage*** to:
a) money, securities, credit and debit cards
b) strings, reeds or drumheads on musical instruments.
3. ***Damage*** caused by or resulting from:
a) wear and tear, depreciation or gradually operating cause
b) action of light, atmospheric or climatic conditions or frost
c) moths, vermin, insects, parasites, woodworm, fungus, mildew or rot
d) mechanical or electrical fault, breakdown or failure or use contrary to the manufacturer's instructions
e) faulty workmanship, defective design or the use of defective materials
f) inherent vice or latent defect
g) any process of cleaning, dyeing, altering, repairing, renovating or restoring
h) the deliberate erasure, loss, distortion or corruption of electronic data
i) unexplained disappearance or inventory shortage or shortage due to error or omission
j) marring or scratching
k) rise or fall in temperature.
4. ***Damage*** by theft of:
a) contents from a soft topped, soft sided, open topped or open sided trailer
b) property from any unattended motor vehicle unless:
   i. the property is hidden from view in a closed glove, storage or luggage compartment or boot, and
   ii. all windows and sunroofs are securely closed and all doors, tailgate and boot are locked
c) any bicycle unless at the time of ***damage*** it is in a locked building or is attached by an appropriate security device to a permanently fixed structure.
5. Any ***claim*** if ***you*** failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

Special requirement for All Risks

You are required as a condition precedent to ***our*** liability:

1 TRAILER SECURITY
in respect of any trailer, and / or contents of any trailer, insured under this section, when the trailer is parked and not in use, to:
- keep it in a locked building or locked compound, or
- immobilise it by means of a wheel-clamp or hitch lock security device, and its door(s) or shutter(s) must be secured with a coach-bolted locking bar and close shackle padlock.

Extension for All Risks

WHAT IS COVERED

1 ADDITIONAL INTERESTS
The interest of any third party in any property insured by this section is automatically noted provided that:
- the interest is required to be included on the policy by ***you*** under the terms of any hiring lease or hire purchase agreement
- the cover for the additional interest is no more extensive than the current cover provided to ***you*** under the policy at the time the interest commences
- ***you*** advise full details to ***us*** in writing as soon as reasonably practicable, with immediate notification if a ***claim*** occurs.

WHAT IS NOT COVERED

Claims settlement for All Risks

We can choose to settle a ***claim*** for ***damage*** by either:

- paying for the full cost of repairing, or
- by making a cash payment, or
- replacing the property insured.

Settlement will be calculated on the basis of ***reinstatement*** unless otherwise stated.

COMPUTERS

Subject to the item limit, ***we*** will include where necessary the replacement of available proprietary (made or sold by a particular company and protected by registered trademark) software plus any reasonable cost of specialist software or network installation by professional technicians.

We will not pay for:

- installation of software that can be completed by ***you*** following manufacturer's standard instructions
- any non-proprietary software
- reconstitution or re-input of any electronic data held
- the value to ***you*** of any electronic data.

UNDERINSURANCE

If at the time of ***damage*** the sum insured (plus index-linking) for any item is less than its full ***reinstatement*** value ***we*** will only pay the same proportion of the ***damage*** as the sum insured bears to the full ***reinstatement*** value for that item.

LIMITS

The most ***we*** will pay in respect of any ***claim*** is the sum insured at the date of the ***damage*** by each item listed in the All Risks Specification of the schedule plus index-linking increases up to the date of ***reinstatement*** or replacement.

AUTOMATIC REINSTATEMENT OF SUM INSURED

The sum insured will not be reduced by a ***claim*** payment, unless:

- the ***claim*** relates to the total loss of any specified item or
- ***we*** give written notice to the contrary within 30 days of the ***claim*** notification being first received by ***us***

provided that ***you*** take immediate steps to carry out any ***damage*** prevention measures that ***we*** may require.

MATCHING SETS

We will not pay for the cost of replacing any undamaged item which forms part of a set (other than a pair) or suite or any other item of a uniform nature, colour or design, including carpets, when ***damage*** happens to a specific part or within a clearly identifiable area and replacements cannot be matched.

Section 4 Money

WHAT IS COVERED

We will pay for:

a) physical loss of ***money***

b) ***damage*** to any safe or strongroom at the ***premises*** or any cash carrying case, security belt or waistcoat caused by theft or attempted theft

c) ***damage*** to clothing and personal effects belonging to an ***employee*** caused by theft or attempted theft of ***money*** up to £500 for any ***claim*** for any one person (which includes personal money up to £100).

If the Goods in Transit and/or the Contents section(s) are operative under this policy, ***we*** will only pay for ***damage*** under the extension or the section that provides the widest cover for clothing and personal effects.

WHAT IS NOT COVERED

1. The amount of ***excess*** shown in the schedule.
2. Loss from any unattended vehicle.
3. Loss due to:
a) misappropriation, deception or false accounting by:
   i. ***you*** or any director or partner
   ii. any ***employee*** except as covered in extension 1 to this section
b) clerical or accounting errors, depreciation in value, unexplained shortage, dishonoured cheques, fraudulent credit card transactions or to the use of counterfeit ***money***.
4. Loss arising:
a) outside the ***territorial limits***
b) from signed blank cheques.
5. Loss suffered as a result of a transaction as part of ***your activities***.
6. Loss of:
a) negotiable ***money*** in transit by unregistered post
b) ***money*** in the custody of professional carriers other than ***non-negotiable money*** in transit by post
c) ***money*** in any coin, banknote or token operated machine or money dispensing machine.
7. ***Damage*** to any coin, banknote or token operated machine or money dispensing machine.
8. Any ***claim*** if ***you*** failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

Special requirements for Money

You are required as a condition precedent to ***our*** liability to:

1 RECORD KEEPING
keep a complete record of all ***money*** in transit and on the ***premises*** and deposit such record in a secure place other than in a safe or strongroom containing the ***money***.

2 SECURITY
keep any safe or strongroom locked and all keys to them must be removed from the ***premises*** unless the ***premises*** is occupied by an authorised ***employee*** in which case such keys shall be kept in a locked receptacle when left in an unattended room or on the person of the authorised ***employee***.

3 CARRYING LIMITS
ensure that whenever ***money***, other than ***non-negotiable money***, in transit exceeds:
- £2,500 at any one time, it must be accompanied by at least two adult persons
- £10,000 at any one time, it must be carried by a security company.

This requirement applies regardless of the amount of cover under this section.

Extensions for Money

WHAT IS COVERED

1 MISAPPROPRIATION OF MONEY
We will pay any ***claim made*** by ***you*** for any loss of ***money*** as a result of misappropriation, deception or false accounting by an ***employee*** or ***employees*** provided this is discovered within 14 days of the occurrence.
For the purposes of this extension, the definition of ***employee*** shall also include any former ***employee*** within 14 days of termination of their service with ***you***.

WHAT IS NOT COVERED

1. The amount of ***excess*** shown in the schedule.
2. Loss resulting from misappropriation, deception or false accounting:
a) where the date of occurrence is prior to the original inception date of this policy
b) which is committed by an ***employee(s)*** who is (are) normally resident outside of the ***territorial limits***
c) which cannot be proven to have been committed
d) which is evidenced solely by an inventory or profit and loss computation
e) where the ***employee(s)*** concerned was (were) known to have been involved in any previous dishonest or fraudulent act.

Extensions for Money

WHAT IS COVERED	WHAT IS NOT COVERED
2 PERSONAL ACCIDENT (ASSAULT) If ***you***, or any partner, director or ***employee***, while working for ***you*** in connection with ***your activities***, sustain(s) accidental ***bodily injury*** caused by external violent and visible means arising as a result of assault by persons with the intent of theft of property, or ***money***, during the ***period of insurance*** which within 24 months is the sole cause of death or disablement, ***we*** will pay a benefit as shown below.	Accidental ***bodily injury***: a) consisting solely of illness, disease or disorder b) to any person whose age is under 16 or more than 70 years at the time of the ***bodily injury*** c) sustained outside the ***territorial limits***.
Benefits for Personal Accident (Assault)	
1 Death	capital benefit shown in the schedule
2 Permanent total disablement, being either: a) total and permanent loss of use of one or more entire hands or feet b) total and irrecoverable loss of sight in one or both eyes c) permanent total disablement resulting from total and irrecoverable loss of speech or hearing d) permanent total disablement, not resulting from any of a), b) or c) above, preventing all gainful employment or occupation	)))) capital benefit shown) in the schedule))))
3 Temporary total disablement from attending to or engaging in a substantial and essential part of the person's normal duties in connection with ***your activities***, or from all gainful employment or occupation, at the rate per week up to a maximum of 104 weeks	weekly benefit shown in the schedule

Claims settlement for Money

LIMITS - MONEY

The most ***we*** will pay for any ***claim*** is:

• for ***non-negotiable money***	£250,000
• for ***money*** other than ***non-negotiable money***:	
a) on the ***premises*** and secured in a locked safe	the money limit in safe shown in the schedule
b) on the ***premises*** during ***working hours***	)
c) in transit by ***you*** or any authorised ***employee***	) the money limit shown in the schedule
d) in a bank night safe	)
e) at ***your*** home or that of an authorised ***employee***	£1,000
f) in any other circumstance	£500

LIMITS – MISAPPROPRIATION OF MONEY

The most ***we*** will pay is:

- £2,500 for any ***claim made*** in respect of any one ***employee***
- £5,000 for all ***claims made*** in any one ***period of insurance***.

Any and all fraudulent or dishonest acts committed by an ***employee*** shall be considered as one occurrence or event where that ***employee*** is involved or implicated.

LIMITS - PERSONAL ACCIDENT (ASSAULT)

We will pay the amount of benefit as shown in this extension to the injured person or their legal representative.

- Only one of benefits 1, 2 a), b), c) or d) will be payable for each injured person for any one accident or for the same period of disablement.
- In the event of a ***claim*** under benefit 2, this extension will cease to apply to the injured person.
- If any payment is made under benefit 3, it shall be deducted from any amount subsequently paid under benefits 1 or 2.
- Under benefit 3 ***we*** may make monthly payments on account.
- ***We*** will not pay benefits for the same injured person under more than one section of this policy for any one occurrence. The section that provides the greatest benefit will apply.

The injured person will, if required by ***us***, submit to a medical examination at ***our*** expense in connection with any ***claim***.

Section 5 Business Interruption

SPECIAL NOTES (not forming part of the policy wording):
1. 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.
2. For the purpose of the definitions to this section, any adjustment implemented in current cost accounting shall be disregarded.

WHAT IS COVERED

OPTION A – LOSS OF INCOME

We will pay for loss of ***income*** and ***extra expenses*** during the ***indemnity period*** resulting from ***your activities*** at the ***premises*** being interrupted or interfered with as a consequence of ***damage*** to property used by ***you*** at the ***premises*** occurring during the ***period of insurance*** due to:
- an insured event under the Buildings or Contents sections
- breakage insured under the Glass and Sanitary Fittings extension

provided that liability for the ***damage*** is admitted under a policy of insurance covering ***your*** interest in the property (this proviso does not apply where no payment is made solely due to the operation of an ***excess***).

The amount payable will be, for:

a) ***income*** - the amount by which the ***income*** during the ***indemnity period*** falls short of the ***income*** during the 12 month period immediately before the date of the ***damage***, appropriately adjusted where the ***maximum indemnity period*** exceeds 12 months. (This amount may be adjusted to take into account any trends or other factors affecting ***your activities***, such as seasonal variation, so that the figures represent as closely as possible, the ***income*** that would have been achieved if the ***damage*** had not occurred)

b) ***extra expenses*** - the amount of ***extra expenses*** during the ***indemnity period*** for the sole purpose of avoiding or diminishing the reduction in ***income*** in consequence of the ***damage*** but not exceeding the amount that would otherwise have been payable for ***income***.

In calculating the amount payable, ***we*** will take into account any:
- savings during the ***indemnity period*** of expenses payable out of ***income*** that cease or are reduced because of the ***damage***
- ***income*** earned by ***you***, or by others on ***your*** behalf, during the ***indemnity period*** from conducting ***your activities*** elsewhere than at the ***premises***.

OPTION B - EXTRA EXPENSES

We will pay the amount of ***extra expenses*** during the ***indemnity period*** resulting from ***your activities*** at the ***premises*** being interrupted or interfered with as a consequence of ***damage*** to property used by ***you*** at the ***premises*** occurring during the ***period of insurance*** due to:
- an insured event under the Buildings or Contents sections
- breakage insured under the Glass and Sanitary Fittings extension

provided that liability for the ***damage*** is admitted under a policy of insurance covering ***your*** interest in the property (this proviso does not apply where no payment is made solely due to the operation of an ***excess***).

The most ***we*** will pay in the first 3 months of the ***indemnity period*** will be the stated percentage below of the sum insured shown in the schedule for the appropriate ***maximum indemnity period*** as follows:
- 12 months - 50%
- 18 months - 33.3%
- 24 months - 25%
- 36 months - 17.5%

and for each succeeding month of the ***maximum indemnity period***, will be:
- 12 months - 12%
- 18 months - 7%
- 24 months - 5%
- 36 months - 3%.

WHAT IS NOT COVERED

1. Loss:
   a) for any period after the business is wound-up or whilst it is carried on by a liquidator or receiver, or after it is permanently discontinued
   b) due to unnecessary delay on ***your*** part in repairing or replacing the property.
2. Any ***claim*** if ***you*** failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

1. ***Extra expenses***:
   a) for any period after the business is wound-up or whilst it is carried on by a liquidator or receiver, or after it is permanently discontinued
   b) due to unnecessary delay on ***your*** part in repairing or replacing the property.
2. Any ***claim*** if ***you*** failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

Section 5 Business Interruption

WHAT IS COVERED

OPTION C – GROSS PROFIT

We will pay for the loss of ***gross profit*** due to:
- a reduction in ***turnover***
- ***extra expenses***

during the ***indemnity period*** resulting from ***your activities*** at the ***premises*** being interrupted or interfered with as a consequence of ***damage*** to property used by ***you*** at the ***premises*** occurring during the ***period of insurance*** due to:
- an insured event under the Buildings or Contents sections
- breakage insured under the Glass and Sanitary Fittings extension

provided that liability for the ***damage*** is admitted under a policy of insurance covering ***your*** interest in the property (this proviso does not apply where no payment is made solely due to the operation of an ***excess***).

The amount payable will be, for:

a) ***gross profit*** - the sum produced by applying the ***rate of gross profit*** to the amount by which the ***turnover*** during the ***indemnity period*** falls short of the ***turnover*** during the 12 month period immediately before the date of the ***damage***, appropriately adjusted where the ***maximum indemnity period*** exceeds 12 months.
(This amount may be adjusted to take into account any trends or other factors affecting ***your activities***, such as seasonal variation, so that the figures represent, as closely as possible, the result that would have been achieved if the ***damage*** had not occurred)

b) ***extra expenses*** – the amount of ***extra expenses*** incurred during the ***indemnity period*** for the sole purpose of avoiding or diminishing the reduction in ***turnover*** in consequence of the ***damage*** but not exceeding the amount that would otherwise have been payable for ***gross profit***.

In calculating the amount payable, ***we*** will take into account any:
- savings during the ***indemnity period*** in respect of charges and expenses payable out of ***gross profit*** that cease or are reduced because of the ***damage***
- ***turnover*** earned by ***you***, or by others on ***your*** behalf, during the ***indemnity period*** from conducting ***your activities*** elsewhere than at the ***premises***
- working expenses which ***you*** have chosen not to insure as detailed in the schedule or any endorsement to this section.

WHAT IS NOT COVERED

1. Loss:
a) for any period after the business is wound-up or whilst it is carried on by a liquidator or receiver, or after it is permanently discontinued
b) due to unnecessary delay on ***your*** part in repairing or replacing the property.
2. Any ***claim*** if ***you*** failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

OPTION D - RENTAL INCOME

We will pay for loss of ***rental income*** and ***extra expenses*** during the ***indemnity period*** resulting from ***your activities*** at the ***premises*** being interrupted or interfered with as a consequence of ***damage*** to property used by ***you*** at the ***premises*** occurring during the ***period of insurance*** due to an insured event under the Buildings section, provided that liability for the ***damage*** is admitted under a policy of insurance covering ***your*** interest in the property (this proviso does not apply where no payment is made solely due to the operation of an ***excess***).

The amount payable will be, for:

a) ***rental income*** - the amount by which the ***rental income*** during the ***indemnity period*** falls short of the ***rental income*** which would have been received during the 12 month period immediately before the date of the ***damage*** appropriately adjusted where the ***maximum indemnity period*** exceeds 12 months.
(This amount may be adjusted to take into account any trends or other factors affecting ***your activities***, such as seasonal variation, so that the figures represent as closely as possible, the ***rental income*** that would have been achieved if the ***damage*** had not occurred)

Continued ...

1. Loss:
a) for any period after the business is wound-up or whilst it is carried on by a liquidator or receiver, or after it is permanently discontinued
b) due to unnecessary delay on ***your*** part in repairing or replacing the property
c) from any part of any buildings that are untenanted at the time of the ***damage***.
2. Any ***claim*** if ***you*** failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

Section 5 Business Interruption

WHAT IS COVERED

OPTION D - RENTAL INCOME

Continued ...

b) ***extra expenses*** - the amount of ***extra expenses*** incurred during the ***indemnity period*** for the sole purpose of avoiding or diminishing the reduction in ***rental income*** in consequence of the ***damage*** but not exceeding the amount that would otherwise have been payable for ***rental income***.

In calculating the amount payable, ***we*** will take into account any:

- savings during the ***indemnity period*** of expenses payable out of ***rental income*** that cease or are reduced because of the ***damage***
- ***rental income*** earned by ***you***, or by others on ***your*** behalf, during the ***indemnity period*** from conducting ***your activities*** elsewhere than at the ***premises***.

WHAT IS NOT COVERED

Special requirement for Business Interruption

You are required as a condition precedent to ***our*** liability:

1 BACK-UP OF ELECTRONIC DATA
to ensure that electronic data is backed-up and stored away from the ***premises*** in accordance with the level of total sum insured under this section as follows:

Total sum insured under this section:	Minimum back-up frequency to be every:	Storage of back-ups required to be kept away from the ***premises***:	Minimum number of generations of verified back-up to be made:
up to £25,000	7 working days	No	One
£25,001 up to £250,000	2 working days	Yes	One
over £250,000	working day	Yes	Two

SPECIAL NOTE (not forming part of the policy wording):

1. We provide cover, subject to limitation, for the costs of reinstating computer data following damage by the insured events. However, we expect you to take reasonable steps to back-up the information held, and this special requirement explains the minimum steps we require. The requirement to store back-ups away from the premises can be met by simply storing an electronic copy of the data on another computer at a separate location sent by disc or email. Please ensure that this is carried out securely and in compliance with Data Protection regulations. It is very much in your own interest to minimise the disruption to your organisation, following such a loss of data.

Extensions for Business Interruption

WHAT IS COVERED	WHAT IS NOT COVERED
We will pay for loss, as insured by this section unless otherwise stated, incurred by ***you*** during the ***indemnity period*** as a result of interruption or interference with ***your activities***, carried on by ***you*** at the ***premises***, caused during the ***period of insurance*** by:	
1 SPECIFIED DISEASE, POISONING, MURDER a) an outbreak of a ***specified disease*** b) poisoning caused by food or drink provided c) defective sanitation, pests or vermin d) any discovery of an organism at the ***premises*** resulting in or likely to result in the occurrence of a ***specified disease*** at the ***premises*** which causes restrictions in the use of the ***premises*** on the order or advice of the competent local authority e) murder, rape or suicide at the ***premises***. The most ***we*** will pay for any ***claim*** is 25% of the Business Interruption sum insured shown in the schedule or £250,000, whichever is less. The ***indemnity period*** in respect of this extension only is re-defined as follows: the period beginning with the date from which the restrictions on the ***premises*** are applied (or in the case of murder, rape or suicide with the date of occurrence) and ending not later than 3 months thereafter during which the results of ***your activities*** are affected because of the occurrence.	1. Costs incurred in the cleaning, repair, replacement, recall or checking of property. 2. Any occurrence that is not at the ***premises***.
2 BOMB SCARE OR EMERGENCY ACTION closure of the ***premises*** by a competent authority due to: a) bomb scare, or b) an emergency that could endanger human life or neighbouring property. The most ***we*** will pay is £2,500 for any ***claim***.	Any: a) closure of less than 4 hours duration b) ***premises*** in Northern Ireland c) closure of the ***premises*** by the competent local authority as a result of an occurrence of an infectious disease (or the discovery of an organism resulting in or likely to result in the occurrence of infectious diseases) food poisoning, defective drains or other sanitary arrangements or vermin or pests.
3 DENIAL OF ACCESS ***damage*** due to an operative event under the Buildings or Contents sections, to property in the vicinity of the ***premises*** which prevents or hinders the access to or use of the ***premises***.	Any period when access to the ***premises*** was not prevented or hindered.
4 SUPPLIERS AND CUSTOMERS ***damage*** due to an operative event under the Buildings or Contents sections, at the premises of any of ***your*** suppliers or customers. The most ***we*** will pay is £10,000 for any ***claim***.	Loss resulting from ***damage*** occurring at: a) any premises outside the ***territorial limits*** b) the premises of any supplier from which ***you*** obtain electricity, gas, water or telecommunication services.
5 FAILURE OF SUPPLY • accidental failure of supply of electricity, gas or water services at the terminal point of the supply authority's feed at the ***premises*** • ***damage*** due to an operative event under the Buildings or Contents sections, to telecommunications property of the supplier in the ***territorial limits***. The most ***we*** will pay is £10,000 for any ***claim***.	Any failure caused by the deliberate act of any supply authority or by the exercise of any such authority of its power to withdraw or restrict supply or industrial action.
6 EXHIBITIONS AND WORK AWAY ***damage*** due to an operative event under the Buildings or Contents sections at any premises within the ***territorial limits*** temporarily in use by ***you*** for exhibitions or carrying out a contract in connection with ***your activities***. The most ***we*** will pay is £5,000 for any ***claim***.	

Extensions for Business Interruption

WHAT IS COVERED

7 UTILITIES

damage due to an operative event under the Buildings or Contents sections of this policy at any:

- generating station or sub-station of the electricity supply undertaking
- land-based premises of the gas supply undertaking or of any natural gas producer linked directly therewith
- water works or pumping station of the water supply undertaking
- land-based premises of the telecommunications undertaking

within the ***territorial limits*** from which ***you*** obtain electricity, gas, water or telecommunications services.

WHAT IS NOT COVERED

Claims settlement for Business Interruption

ACCOUNTANTS CHARGES

Within the overall sum insured, ***we*** will also pay for professional accountants' charges reasonably incurred by ***your*** usual professional accountant for producing and certifying any details in ***your*** accounting records requested by ***us*** under the terms of this policy for the purpose of investigating or verifying any ***claim***, but this does not include any accountants' charges otherwise incurred by ***you*** for the preparation of any ***claim***.

LIMITS

Unless otherwise stated, the most ***we*** will pay for any ***claim***:

- for reproducing ***documents*** or electronic data under ***extra expenses*** is £10,000 or the sum insured shown in the schedule, whichever is less
- in total is the relevant sum insured as shown in the schedule.

UNDERINSURANCE

If the sum insured shown in the schedule for:

- loss of income is less than the ***income***
- gross profit is less than the sum produced by applying the ***rate of gross profit*** to the ***turnover***
- rental income is less than the ***rental income***

earned during the 12 month period immediately before the date of the ***damage*** appropriately adjusted:

- if the ***indemnity period*** exceeds 12 months, and
- for any trends or other factors affecting ***your activities*** (such as seasonal variation) so that the figures represent, as closely as possible, the result that would have been achieved if the ***damage*** had not occurred

then the amount payable for any ***claim*** will be proportionately reduced.

Section 6 Book Debts

WHAT IS COVERED

We will pay the:

a) difference between ***outstanding debit balances*** and the total of the amounts received or traced

b) additional expenses incurred by ***you*** with ***our*** consent in tracing and establishing ***outstanding debit balances***

due to ***damage*** to ***your*** books of account or other business books or records occurring:
i. at the ***premises***
ii. while such books or records are temporarily removed from the ***premises***, or in the post, within the ***territorial limits***,
provided that the ***damage*** is the subject of a valid ***claim*** under the Contents section of this policy.

WHAT IS NOT COVERED

1. Any loss or expense due to:
a) deliberate erasure, distortion or corruption of electronic data, information or records
b) a dishonest or fraudulent act by ***you***, ***your*** directors, partners or ***employees*** or anyone acting on ***your*** behalf.
2. Any ***claim*** if ***you*** failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

Special requirement for Book Debts

You are required as a condition precedent to ***our*** liability to:

1 MONTHLY STATEMENT
keep a record of the total amount outstanding in customers' accounts as at the end of each month and within 30 days of the end of each month deposit this record in premises other than those in which the original records are kept.

Claims settlement for Book Debts

ACCOUNTANTS CHARGES
Within the overall sum insured, ***we*** will also pay for professional accountants' charges reasonably incurred by ***your*** usual professional accountant for producing and certifying any details in ***your*** accounting records requested by ***us*** under the terms of this policy for the purpose of investigating or verifying any ***claim*** but this does not include any accountants' charges otherwise incurred by ***you*** for the preparation of any ***claim***.

LIMITS
The most ***we*** will pay for any ***claim*** is the sum insured shown in the schedule.

UNDERINSURANCE
If the sum insured shown in the schedule is less than the ***outstanding debit balances*** at the time of the ***damage*** the amount payable shall be proportionately reduced.

Section 7 Employers Liability

WHAT IS COVERED

We will pay all amounts which ***you*** become legally liable to pay as damages and ***costs and expenses*** for ***bodily injury*** to any ***employee*** caused during the ***period of insurance*** in connection with ***your activities*** and occurring:

- in the ***territorial limits***
- elsewhere in the world where any ***employee*** who is normally resident in the ***territorial limits*** is on a temporary visit in the course of ***your activities***.

Within ***costs and expenses***, ***we*** will also pay the cost of legal representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with ***our*** written consent.

RIGHT OF RECOVERY
The cover under this section shall be interpreted as being in accordance with the provisions of any law relating to compulsory insurance of liability to ***employees*** in the ***territorial limits*** but ***you*** shall repay to ***us*** all sums paid by ***us*** which ***we*** would not have been liable to pay but for the provisions of such law.

CERTIFICATE OF EMPLOYERS LIABILITY INSURANCE
If this section or the policy is cancelled the Certificate of Employers Liability Insurance issued for this section is cancelled at the same time.

WHAT IS NOT COVERED

Liability:
a) for which compulsory motor insurance or security is required
b) arising in connection with ***offshore*** activities.

Extensions for Employers Liability

WHAT IS COVERED

1 HEALTH AND SAFETY AT WORK
We will pay all amounts which ***you*** become legally liable to pay for ***costs and expenses*** in the defence of any criminal proceedings for an offence under:
- the Health and Safety at Work etc. Act 1974
- the Health and Safety at Work (Northern Ireland) Order 1978
- similar safety legislation of the ***territorial limits***

committed or alleged to have been committed in the course of ***your activities*** during the ***period of insurance***, including ***costs and expenses*** incurred in an appeal against conviction arising from such proceedings, provided that the proceedings relate to the health, safety or welfare of ***employees***.

The most ***we*** will pay is £500,000 for any ***claim***.

2 INDEMNITY TO OTHER PEOPLE (INCLUDING PRINCIPALS)
At ***your*** request ***we*** will pay all amounts which the following people or organisations become legally liable to pay as damages and ***costs and expenses*** for a claim made against them:
- any partner, director or ***employee*** of ***yours***
- any officer or member of ***your*** canteen, sports, social or welfare organisations, first-aid, ambulance, fire or security services
- any partner or director of ***yours*** in respect of private work carried out for them with ***your*** prior consent by any ***employee***
- any principal, being any person, local or public authority, company or firm, with whom ***you*** have entered into a contract for work or services, but only in respect of claims arising out of the performance of such work or services by ***you***

provided:
- ***you*** would have been entitled to cover under this section if the ***claim*** had been made against ***you***
- such parties keep to the terms of this policy insofar as they can apply.

WHAT IS NOT COVERED

1. Fines or penalties of any kind.
2. Proceedings consequent upon any deliberate act or omission by:
a) ***you*** or ***your*** directors or partners
b) any ***employee*** responsible for compliance with the legislation.
3. Legal costs and expenses covered elsewhere in this policy or by any other policy.
4. Liability for ***bodily injury***.

Extensions for Employers Liability

WHAT IS COVERED

3 UNSATISFIED COURT JUDGEMENTS

If any ***employee*** obtains a judgement for damages in respect of ***bodily injury*** against any company or individual operating from premises within the ***territorial limits*** and that judgement remains unpaid for more than six months, ***we*** will pay to the ***employee***, at ***your*** request, the amount of any unpaid damages and awarded costs provided:

- the ***bodily injury*** is caused:
  a) during the ***period of insurance***
  b) in the course of ***your activities***
  c) in the ***territorial limits***
- there is no appeal outstanding
- the judgement being obtained in the first instance under the jurisdiction of a court in the ***territorial limits***
- the judgement relates to ***bodily injury*** which would otherwise be insured by this section of the policy
- if any payment is made under this extension the ***employee*** or their legal personal representatives shall assign the judgement to ***us***.

4 COURT ATTENDANCE EXPENSES

We will pay £250 per day if ***you***, or any partner, director or ***employee*** are required to attend court as a witness at our request in connection with a ***claim*** for which cover is provided under this section.

WHAT IS NOT COVERED

Claims settlement for Employers Liability

LIMITS

The most ***we*** will pay for any ***claim***, including ***costs and expenses***, unless otherwise stated is:

- £5,000,000 in respect of liability directly or indirectly caused by, resulting from or in connection with any act of ***terrorism***. If ***we*** allege that by reason of this limitation any liability for damages and ***costs and expenses*** is covered only up to a specified limit of liability the burden of proving the contrary shall be upon ***you***
- the indemnity limit shown in the schedule.

Section 8 Public and Products Liability

WHAT IS COVERED

We will pay all amounts which ***you*** become legally liable to pay as damages and ***costs and expenses*** for accidental:

a) ***bodily injury*** to any person

b) ***damage*** to material property

c) obstruction, trespass, nuisance or interference with any right of way, air, light, water or other easement

occurring during the ***period of insurance*** in connection with ***your activities*** and happening:

- within the ***territorial limits***
- anywhere in the world where ***you***, or any ***employee*** who is normally resident within the ***territorial limits***, are on a temporary visit in the course of ***your activities***
- anywhere in the World (other than within the United States of America or Canada) and caused by ***products***.

Within ***costs and expenses***, ***we*** will also pay the cost of legal representation at any Coroner's Inquest, Fatal Accident Inquiry or Court of Summary Jurisdiction incurred with ***our*** written consent.

WHAT IS NOT COVERED

1. The amount of ***excess*** shown in the schedule in respect of each ***claim*** for ***damage*** to material property.
2. Liability arising directly or indirectly from any:

a) error or omission in the provision of professional services
b) treatment of any kind (other than first aid)
c) making up of drugs or medicines
d) libel, slander or defamation
e) ***bodily injury*** to any ***employee*** arising out of and in the course of ***your activities***
f) ***damage*** to property:
   i. or any part on which ***you*** or any ***employee*** is or has been working where the ***damage*** results from such work
   ii. belonging to ***you*** or held in trust by ***you*** or borrowed, rented, leased or hired for use by ***you*** other than personal property (including vehicles and contents) of ***your*** visitors, partners, directors or ***employees***
g) manual work undertaken away from the ***premises*** other than delivery or collection by ***you*** or any ***employee*** within the ***territorial limits***
h) ***offshore*** activities
i) counselling, advice, design, formula or specification whether given for a fee or not
j) medical, surgical, dental, pharmaceutical or therapeutic ***products***
k) ***products*** incorporated in any:
   i. craft designed to travel through air or space
   ii. watercraft which could affect its safety, navigation or propulsion
   iii. mechanically propelled vehicles which could affect their safety
   iv. gas, chemical, petrochemical or power generation plant
l) ***damage*** to, or the costs of recall, removal, replacement, alteration, repair or reinstatement of, any ***products*** or contract work executed by ***you*** which is caused by a defect or its unsuitability for its intended purpose
m) ***products***:
   i. exported to
   ii. sold, supplied or worked upon by ***you***, or by others for ***you***, from within

   the United States of America or Canada
n) second-hand ***products***.

3. Liability arising directly or indirectly from:

a) ownership, repair or maintenance of buildings that ***you*** own, its land and adjacent grounds
b) ownership or use by ***you***, or by others for ***you***, of any premises within the United States of America or Canada
c) ownership, possession or use by ***you*** or on ***your*** behalf, or by any person entitled to cover under this section, of any:
   i. watercraft (other than non-mechanically propelled not exceeding nine metres in length whilst operated on inland waterways only or within three miles of the coast) and craft designed to travel through air or space
   ii. mechanically propelled vehicles for which compulsory motor insurance or security is required other than for:
      - loading and unloading
      - the use of plant at the ***premises***

      unless cover is provided by any other policy.

4. Liability arising from an agreement unless liability would have existed without the agreement.
5. The costs of remedying any defect or alleged defect in premises which ***you*** have disposed of.
6. Fines or penalties.
7. Punitive, exemplary, aggravated or multiplied damages.
8. Liquidated damages.
9. Any compensation awarded by a court of criminal jurisdiction.
10. Any ***claim*** if ***you*** failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirement.

Extensions for Public and Products Liability

WHAT IS COVERED

1 HEALTH AND SAFETY AT WORK

We will pay all amounts which you become legally liable to pay for ***costs and expenses*** in the defence of any criminal proceedings for an offence under:

- the Health and Safety at Work etc. Act 1974
- the Health and Safety at Work (Northern Ireland) Order 1978
- similar safety legislation of the ***territorial limits***

committed or alleged to have been committed in the course of ***your activities*** during the ***period of insurance***, including ***costs and expenses*** incurred in an appeal against conviction arising from such proceedings, provided that the proceedings relate to the health, safety or welfare of persons other than ***employees***.

The most ***we*** will pay is £500,000 for any ***claim***.

2 INDEMNITY TO OTHER PEOPLE (INCLUDING PRINCIPALS)

At ***your*** request ***we*** will pay all amounts which the following people or organisations become legally liable to pay as damages and ***costs and expenses*** for a claim against them:

- any partner, director or ***employee***
- any officer or member of your canteen, sports, social or welfare organisations, first-aid, ambulance, fire or security services
- any of ***your*** partners or directors in respect of private work carried out by any ***employee***
- any principal, being any person, local or public authority, company or firm, with whom ***you*** have entered into a contract for work or services, but only in respect of claims arising out of the performance of such work or services by ***you***

provided:

- ***you*** would have been entitled to cover under this section if the claim had been made against ***you***
- such parties keep to the terms of this policy insofar as they can apply.

3 CROSS LIABILITIES

If more than one party is named in the schedule as the ***policyholder***, ***we*** will deal with any ***claim*** as though a separate policy had been issued to each of them.

4 HIRED OR RENTED PREMISES

Where ***you*** are legally liable to pay for ***damage*** to property at premises borrowed, rented, leased or hired for use by ***you*** for ***your activities***, the cover provided under this section extends to include ***your*** legal liability for such ***damage***.

WHAT IS NOT COVERED

1. Fines or penalties of any kind.
2. Proceedings consequent upon any deliberate act or omission by:

a) ***you*** or ***your*** directors or partners
b) any ***employee*** responsible for compliance with the legislation.

3. Legal costs and expenses covered elsewhere in this policy or by any other policy.
4. Liability for ***bodily injury*** or ***damage*** to property.

1. £250 ***excess*** other than for ***claims*** caused by fire or explosion.
2. Liability:

a) arising from an agreement unless liability would have existed without the agreement
b) otherwise excluded under this section apart from property borrowed, rented, leased or hired for use by ***you***
c) where ***you*** are required to insure, or pay for the insurance of, the property ***damaged***.

Extensions for Public and Products Liability

WHAT IS COVERED	WHAT IS NOT COVERED
5 CONTINGENT MOTOR LIABILITY ***We*** will pay all amounts which ***you*** alone become legally liable to pay as damages and ***costs and expenses*** for accidental: a) ***bodily injury*** to any person b) ***damage*** to material property arising out of the use by any ***employee*** of any motor vehicle in connection with ***your activities*** and occurring during the ***period of insurance***.	1. Liability arising from: a) ***damage*** to any such vehicle or its contents b) any vehicle owned or provided by ***you*** c) any vehicle driven by ***you*** d) any vehicle driven by a person who to ***your*** knowledge does not hold a licence to drive such a vehicle unless such person has held and is not disqualified for holding or obtaining such a licence e) participation in racing, pace making, reliability trials or speed testing. 2. Liability: a) to the drivers or owners of such motor vehicles b) arising outside the ***territorial limits*** c) covered by any other policy. 3. Fines or penalties. 4. Punitive, exemplary, aggravated or multiplied damages. 5. Liquidated damages.
6 CONSUMER PROTECTION ***We*** will pay all amounts which ***you*** become legally liable to pay for ***costs and expenses*** in the defence of any criminal proceedings brought in respect of a breach of Part II of the Consumer Protection Act 1987 or in an appeal against conviction arising from such proceedings, provided that the proceedings relate to an offence alleged to have been committed during the ***period of insurance*** and in the course of ***your activities*** and are brought in the ***territorial limits***. The most ***we*** will pay is £500,000 for any ***claim***.	1. Fines or penalties of any kind. 2. Proceedings consequent upon any deliberate act or omission by ***you***, any director, partner or any ***employee*** responsible for compliance with the legislation. 3. Legal costs and expenses covered elsewhere in this policy or by any other policy. 4. Liability for ***bodily injury*** or ***damage*** to property.
7 COURT ATTENDANCE EXPENSES ***We*** will pay £250 per day if ***you***, or any partner, director or ***employee***, are required to attend court as a witness at ***our*** request in connection with a ***claim*** for which insurance is provided under this section.	
8 FOOD SAFETY ACT ***We*** will pay all amounts which ***you*** become legally liable to pay for ***costs and expenses*** in the defence of any criminal proceedings brought in respect of a breach of the Food Safety Act 1990 or in an appeal against conviction arising from such proceedings, provided that the proceedings relate to an offence alleged to have been committed during the ***period of insurance*** and in the course of ***your activities*** and are brought in the ***territorial limits***. The most ***we*** will pay is £500,000 for any ***claim***.	1. Fines or penalties of any kind. 2. Proceedings consequent upon any deliberate act or omission by ***you***, any director, partner or any ***employee*** responsible for compliance with the legislation. 3. Legal costs, expenses, reimbursements or charges: a) covered elsewhere in this policy or by any other policy b) arising from an order made under Section 9 of the Food Safety Act c) resulting from any regulation under Section 45 of the Food Safety Act. 4. Liability for ***bodily injury*** or ***damage*** to property.
9 DATA PROTECTION ACT ***We*** will pay all amounts which ***you*** become legally liable to pay as damages and ***costs and expenses*** for damage or distress as described in Section 13 of the Data Protection Act 1998. This indemnity is subject to ***you*** being registered in accordance with the Act or having applied for such registration which has not been refused or withdrawn and that ***you*** have taken all reasonable care to comply with its requirements. The most ***we*** will pay is £500,000 for any ***claim*** including ***costs and expenses***.	1. Fines or penalties. 2. Punitive, exemplary, aggravated or multiplied damages. 3. Liquidated damages. 4. Costs of replacing reinstating rectifying erasing blocking or destroying any personal data. 5. Liability arising from or caused by a deliberate or intentional act by, or omission of, any person entitled to indemnity. 6. ***Claims*** arising out of circumstances which have been notified to previous insurers or which were known to ***you*** at the inception of this extension. 7. Legal liability where indemnity is provided by any other insurance.

Extensions for Public and Products Liability

WHAT IS COVERED

10 OVERSEAS PERSONAL LIABILITY

We will pay all amounts which ***you*** (and at ***your*** request any ***employee***) become legally liable to pay as damages and ***costs and expenses*** for accidental:

a) ***bodily injury*** to any person

b) ***damage*** to material property

occurring during the ***period of insurance*** in respect of personal liability including liability arising from the ownership, possession or use of any:

- battery powered wheelchair or mobility scooter
- vehicle used only as domestic gardening equipment
- golf cart trolley or buggy controlled by someone on foot

arising other than in connection with ***your activities***, or any business or profession of the person claiming indemnity, while such persons, normally resident within the ***territorial limits***, are temporarily outside the ***territorial limits*** in connection with ***your activities***.

The most ***we*** will pay for any ***claim*** including ***costs and expenses*** is £2,000,000 or the indemnity limit shown in the schedule, whichever is the less.

WHAT IS NOT COVERED

1. Liability arising from:

a) ***bodily injury*** to any person entitled to indemnity under this extension

b) ***damage*** to property belonging to or under the control of any person entitled to indemnity under this extension

c) an agreement unless liability would have existed without the agreement

d) the ownership or occupation of land or buildings

e) any pets, livestock or other animals.

2. Liability arising from the ownership, possession or use of any:

a) craft designed to travel in, on or through water, air or space

b) electrically or mechanically powered vehicle not otherwise covered under this extension.

3. Liability where indemnity is provided by any other insurance.
4. Fines or penalties.
5. Punitive, exemplary, aggravated or multiplied damages.
6. Liquidated damages.

Claims settlement for Public and Products Liability

LIMITS

Unless otherwise stated, the most ***we*** will pay, including ***costs and expenses***, for:

- all ***claims*** in any one ***period of insurance***
  - caused by ***products***
  - arising from pollution or contamination
- any ***claim*** for liability other than relating to ***products***, pollution or contamination
- any ***claim*** under the Cross Liabilities extension in total to all parties

is the indemnity limit shown in the schedule.

Section 9 Property Owners Liability

WHAT IS COVERED

We will pay all amounts which ***you*** become legally liable to pay as damages and ***costs and expenses*** for accidental ***bodily injury*** to any person or ***damage*** to material property occurring:

a) during the ***period of insurance*** and arising from:
   i. ***your*** ownership of:
      - the ***buildings***
      - the land on which the ***buildings*** that ***you*** own stand
      - any grounds adjacent to, belonging to and used in connection with the ***buildings*** that ***you*** own
   ii. ***your*** inspection, security, repair and maintenance of the ***buildings*** that ***you*** own, its land and adjacent grounds

b) within a period of seven years from the expiry or cancellation of this section and arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Act (Northern Ireland) Order 1975 in connection with any premises disposed of by ***you*** which were occupied by ***you*** for ***your activities***.

WHAT IS NOT COVERED

1. The amount of ***excess*** shown in the schedule in respect of each ***claim*** for ***damage*** to material property.
2. Liability arising directly or indirectly from:
a) an agreement unless liability would have existed without the agreement
b) ***damage*** to property belonging to ***you*** or held in trust by ***you*** or in ***your*** custody or control
c) occupation of the ***premises***
d) accidental ***bodily injury*** to any ***employee***.
3. Liability for:
a) costs of remedying any ***damage*** or defect in premises disposed of by ***you***
b) fines, penalties or punitive, exemplary, aggravated or multiplied damages
c) liquidated damages
d) which ***you*** are entitled to indemnity from any other policy or source.
4. Any ***claim*** if ***you*** failed to comply with a special requirement and such failure caused, or worsened the liability, unless otherwise stated in the special requirement.

Special requirement for Property Owners Liability

You are required as a condition precedent to ***our*** liability to:

1 ESCALATOR OR LIFT INSPECTION
- ensure that any escalator or lift at the ***premises*** for which ***you*** are responsible is inspected by a qualified engineer at the required intervals under any relevant legislation or regulations and in any event not less than once every year
- comply promptly or within any set timescales in respect of any requirements resulting from any such inspection.

Claims settlement for Property Owners Liability

LIMITS

The most ***we*** will pay for any ***claim*** including ***costs and expenses*** is the indemnity limit shown in the schedule.

Section 10 Computer Breakdown

WHAT IS COVERED

We will pay for the:

a) necessary repair or replacement of ***your computer equipment***:
   i. whilst at the ***premises***, or
   ii. designed to be portable, whilst away from the ***premises*** but within the ***territorial limits***,

   used in connection with ***your activities***, following a sudden and unforeseen breakdown, distortion, electrical burn-out or fault due to:
   - a mechanical or electrical defect,
   - failure or fluctuation of the supply of electricity or telecommunications,

   which results in a failure to function

b) additional expenses that ***you*** reasonably incur with ***our*** prior consent for the replacement and re-instatement of electronic data following the sudden and unforeseen erasure, destruction, corruption or distortion of electronic data caused by circumstances covered in a) above and not otherwise excluded under the terms of this section or the policy.

WHAT IS NOT COVERED

1. The amount of ***excess*** shown in the schedule.
2. Breakdown:
   a) of any ***computer equipment*** after ten years from the date of its manufacture
   b) resulting from wear and tear, depreciation or gradually operating cause and any replacement or re-instatement of electronic data as a result of such breakdown.
3. Repair, replacement or re-instatement:
   a) recoverable under any lease, hire, maintenance agreement or manufacturer's warranty, or where ***you*** are relieved of responsibility under such agreement
   b) covered elsewhere in this policy or by any other policy or indemnity
   c) of electronic data not stored in accordance with the manufacturer's recommendations
   d) of any ***computer equipment*** whilst hired or loaned out
   e) directly or indirectly arising from or relating to:
      i. any wilful or malicious act by ***you*** or any ***employee***
      ii. the use of unproven software which has not been finalised or has not completed quality assurance or testing
      iii. the use of any telecommunications equipment not approved by the telecommunications authority
      iv. the loss of electricity or telecommunications supply:
         - where such removal, withholding or restriction of supply is a deliberate act by the supplier, unless for the purpose of safeguarding life
         - due to industrial action by the employees of the supplier.
4. Any indirect or consequential loss.
5. Any ***claim*** if ***you*** failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

Special requirements for Computer Breakdown

You are required as a condition precedent to ***our*** liability:

1 DATA BACK-UP

in respect of cover b) above, to ensure that electronic data is backed-up and stored away from the ***premises*** in accordance with the level of sum insured as follows:

Sum insured for electronic data:	Minimum back-up frequency to be every:
a) up to £10,000	- 7 working days
b) £10,001 up to £25,000	- 2 working days
c) over £25,000	- working day

SPECIAL NOTE (not forming part of the policy wording):

1. We provide cover, subject to limitation, for the costs of re-instating computer data following damage by the insured events. However, we expect you to take reasonable steps to back-up the information held, and this special requirement explains the minimum steps we require. The requirement to store back-ups away from the premises can be met by simply storing an electronic copy of the data on another computer at a separate location sent by disc or email. Please ensure that this is carried out securely and in compliance with Data Protection regulations. It is very much in your own interest to minimise the disruption to your organisation, following such a loss of data.

2 MAINTENANCE CONTRACT

where the sum insured for ***computer equipment*** shown in the schedule exceeds £5,000, to ensure that ***computer equipment*** less than 10 years old (from the date of its manufacture) is maintained under a regular (not less than annual) maintenance contract with the manufacturer or a professionally recognised maintenance contractor for such equipment.

Extension for Computer Breakdown

WHAT IS COVERED

1 ADDITIONAL CHARGES AND EXPENSES

Provided a ***claim*** is agreed by ***us*** under this section, ***we*** will pay for the following additional charges or expenses incurred with ***our*** prior written consent:

a) hire or lease charges that ***you*** reasonably incur with respect to a new agreement for similar equipment following breakdown of ***computer equipment***, but limited only to such charges incurred within the ***period of insurance*** in which the breakdown occurs

b) expenses that ***you*** reasonably incur to prevent or minimise the interruption of or interference with ***your activities*** following a loss of electricity or telecommunications supply

c) expenses that ***you*** reasonably incur in investigating possible repairs or re-instatement whether successful or not, following breakdown

d) expenses that ***you*** reasonably incur in the modification or alteration of ***computer equipment***, and for replacing or altering computer systems or electronic data to achieve compatibility, where replacement ***computer equipment*** is incompatible with existing and undamaged ***computer equipment***

e) expenses that ***you*** reasonably incur in the removal of ***computer equipment*** following breakdown.

The most ***we*** will pay is £2,500 for all ***claims*** under this extension in any one ***period of insurance***.

WHAT IS NOT COVERED

Claims settlement for Computer Breakdown

If ***computer equipment***:

- can be economically repaired ***we*** will pay for the repair to its condition when new
- cannot be economically repaired ***we*** will pay for its replacement by ***computer equipment*** of equal performance and/or capacity or where this is not possible by ***computer equipment*** with the nearest higher performance and/or capacity.

LIMITS

Unless otherwise stated, the most ***we*** will pay for all ***claims*** in any one ***period of insurance*** under this section is the sum insured shown in the schedule.

Section 11 Fidelity Guarantee

WHAT IS COVERED

We will pay any ***claim made*** by the ***insured*** for any loss of:

a) ***money***

b) negotiable or non-negotiable instruments representing money or property

c) any material property

d) monetary balances held at a financial institution

belonging to the ***insured***, or for which the ***insured*** is legally liable, as a result of a ***fraudulent or dishonest act***.

WHAT IS NOT COVERED

1. The amount of ***excess*** shown in the schedule.
2. Loss as a result of any ***fraudulent or dishonest act***:

a) committed by any partner of the ***policyholder*** whether acting alone or in collusion with an ***employee*** or with others
b) where the ***fraudulent or dishonest act*** occurs prior to the retroactive date stated on the schedule
c) where the ***fraudulent or dishonest act*** shall benefit another part of the ***insured*** for that part of any loss
d) relating to additional expenses or fees in establishing the existence or magnitude of any loss with the exception of any amounts covered under extension 1 of this section
e) of any payments or increases in salary, commissions, fees, bonuses, promotions, awards, profit share, pension contribution, or any other employee benefits
f) which is committed by an ***employee*** who is normally resident outside of the ***territorial limits***
g) which cannot be proven to have been committed
h) which is evidenced solely by an inventory or profit and loss computation
i) which cannot be proven beyond reasonable doubt to be resulting from the ***fraudulent or dishonest act*** committed by an ***employee***
j) where the ***employee*** concerned was known to have been involved in a previous ***fraudulent or dishonest act***
k) committed by an ***employee***, where any trustee who was not in collusion had knowledge of or reasonably believed a ***fraudulent or dishonest act*** to have been committed by that ***employee*** on any previous occasion
l) from a pension, retirement, superannuation, profit share or employee benefit scheme or programme
m) of intangible property including but not limited to proprietary information, trade secrets, intellectual property, copyright, patent, trademark or design
n) of ***money*** which the ***employee*** would have been entitled to receive from ***you*** but for the ***fraudulent or dishonest act***
o) covered elsewhere in this policy or by any other policy.

3. Loss directly or indirectly arising from:

a) ***terrorism***
b) extortion, kidnap, blackmail, ransom or any other form of duress or similar threat except where perpetrated by an ***employee***.

4. Any indirect or consequential loss including but not limited to profit dividends or loss of interest.
5. Any ***claim*** if ***you*** failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement or in the claims settlement provisions for this section.

Special requirements for Fidelity Guarantee

You are required as a condition precedent to ***our*** liability to comply with the following best practice requirements.

1 At least two written or verbal references must be obtained for all new ***employees***, to cover a minimum period of two years immediately preceding their employment, and copies or notes of all such references are to be retained.

2 All cash book entries or other records of ***money***, including cash or any other negotiable instruments representing money or property, are reconciled and balanced at least monthly with a check of receipts and vouchers, independently of ***employees*** involved in the original transactions.

3 All statements of accounts are issued at least monthly and directly to customers independently of ***employees*** receiving or collecting payment.

4 Any transaction with a value of over £5,000 requiring a validation by signature must have at least two manually inserted signatures.

5 All fund transfer instructions are segregated so that at least two ***employees*** are required to issue each fund transfer instruction or any amendment.

6 Accounts are audited or independently examined annually, and within six months of the financial year end.

7 All ***money*** received to be paid into ***your*** bank accounts within three working days.

8 If ***you*** have any ***stock***, a full stock-take must be taken independently of any ***employee*** normally involved with ***stock*** control, on a twice yearly basis.

9 The payment for goods or services shall involve the authorisation by an ***employee*** not involved with the commissioning or ordering of those goods or services.

Extensions for Fidelity Guarantee

WHAT IS COVERED

1 AUDITORS FEES
We will pay all auditors fees that you reasonably incur with ***our*** prior consent in formulating the amount of a loss in preparation of a ***claim made*** under this section.

2 FORMER EMPLOYEES
For the purposes of this section, the definition of ***employee*** shall also include any former ***employee*** within 30 days of termination of their service with the ***insured***.

WHAT IS NOT COVERED

Claims settlement for Fidelity Guarantee

LIMITS
The most ***we*** will pay for all ***claims made*** in any one ***period of insurance*** is the indemnity limit shown in the schedule.

The indemnity limit shall be considered as non-cumulative, and the most ***we*** will pay in any ***period of insurance*** is the indemnity limit shown in the schedule, regardless of how many years the policy has been in force.

Any and all ***fraudulent or dishonest acts*** committed by an ***employee*** shall be considered as one occurrence or event where that ***employee*** is involved or implicated.

Section 12 Personal Accident

WHAT IS COVERED

If ***you***, or any partner, director or ***employee*** while working for ***you***, sustain(s) accidental ***bodily injury*** caused by external violent and visible means arising out of and in the course of ***your activities*** during the ***period of insurance***:

a) which within 24 months is the sole cause of death or disablement, ***we*** will pay a benefit as defined under the Benefits for Personal Accident

b) and as a result incur dental expenses, ***we*** will pay up to £500 for any ***claim*** for any one person

c) and as a result need(s) in-patient hospital treatment, ***we*** will pay a benefit of £20 for each complete period of 24 hours stay in hospital up to £200 for any ***claim*** for any one person.

WHAT IS NOT COVERED

1. The first 14 days of temporary total disablement.
2. Accidental ***bodily injury***:

a) consisting solely of illness, disease or disorder
b) to any person whose age is under 16 or more than 70 years at the time of the ***bodily injury***
c) sustained outside the ***territorial limits***
d) arising directly or indirectly from Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition
e) caused by ***you*** or any partner, director or ***employee***:
   i. engaging in abseiling, aqua-lung diving, boxing, cliff or rock climbing, earth balling, elastic rope sports or activities, firework displays, flying (except as a fare-paying passenger), football, hang-gliding, horse riding, hunting, martial arts, motor-cycling, motor-scootering, mountaineering, parachuting, polo, pot-holing, professional sport of any kind, racing (except on foot), rugby, water activities (except swimming), winter sports (including dry-slope skiing) and wrestling
   ii. committing or attempting to commit suicide or any act of intentional self-injury or deliberate exposure to danger except in an attempt to save human life
   iii. being under the influence of intoxicants or drugs unless under medical supervision
   iv. being pregnant or giving birth
   v. serving in the armed forces
f) resulting from any accident in connection with:
   i. powered woodworking machinery other than portable hand tools
   ii. the use of scaffolding, other than tower scaffolding, unless professionally erected
   iii. tree felling and the lopping and topping of trees, unless such work is within the scope of the ordinary domestic gardener and there is no use of chainsaws.

3. Any ***claim*** directly or indirectly caused by resulting from or in connection with ***terrorism*** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent regardless of any contributory cause. If ***we*** allege that by reason of this exclusion any ***claim*** is not covered by this section the burden of proving the contrary shall be upon ***you***.

Benefits for Personal Accident

1	Death	death benefit shown in the schedule
2	Permanent total disablement, being either: a) total and permanent loss of use of one or more entire hands or feet b) total and irrecoverable loss of sight in one or both eyes c) permanent total disablement resulting from total and irrecoverable loss of speech or hearing d) permanent total disablement, not resulting from any of a), b) or c) above, preventing all gainful employment or occupation	) permanent total disablement benefit shown in the schedule
3	Temporary total disablement from attending to or engaging in a substantial and essential part of the person's normal duties in connection with ***your activities***, or from all gainful employment or occupation, at the rate per week up to a maximum of 104 weeks	temporary total disablement benefit shown in the schedule

Claims settlement for Personal Accident

LIMITS

We will pay the amount of benefit as shown in the schedule to the injured person or their legal personal representative.

- Only one of benefits 1, 2 a), b), c) or d) will be payable for the injured person for any one accident or for the same period of disablement.
- In the event of a ***claim*** under benefit 2 the policy will cease to apply to the injured person concerned.
- If any payment is made under benefit 3, it shall be deducted from any amount subsequently paid under benefits 1 or 2.
- Under benefit 3 ***we*** may make monthly payments on account.
- ***We*** will not pay benefits for the same injured person under more than one section of this policy for any one occurrence. The section that provides the greatest benefit will apply.

The injured person will, if required by ***us***, submit to a medical examination at ***our*** expense in connection with any ***claim***.

Section 13 Goods in Transit

WHAT IS COVERED

We will pay for ***damage***:

a) occurring within the ***territorial limits*** to ***your*** property (including tarpaulin sheets, packing materials and ropes carried on any road vehicle operated by ***you***) in transit by:

   i. any road vehicle operated by ***you***

   ii. any road vehicle operated by road hauliers

   iii. parcel service or rail

   in connection with ***your activities***, including:

   - the loading or unloading of the carrying vehicle
   - while temporarily housed on the carrying vehicle during transit
   - while on the carrying vehicle during a direct sea ferry transit between ports within the ***territorial limits***.

b) during transit as covered under a) i) above, to clothing and personal effects belonging to any partner, director or ***employee*** whilst driving or assisting in the transit.

   The most ***we*** will pay for any ***claim*** is £500 for any one person.

   If the Money and/or the Contents section(s) are operative under this policy, ***we*** will only pay for ***damage*** under the extension or the section that provides the widest cover for clothing and personal effects.

WHAT IS NOT COVERED

1. The amount of ***excess*** shown in the schedule.
2. ***Damage***, unless specifically agreed by ***us*** in writing, to:
a) furs, jewellery, watches, clocks, precious metals, precious stones or articles made from or containing any of them
b) money, securities, bills of exchange, deeds, documents, electronic data, patterns, models, moulds, plans or designs
c) bullion, non-ferrous metals, tobacco goods, wines or spirits
d) explosives or other dangerous goods
e) ***computer equipment***
f) antiques or works of art
g) personal property belonging to any partner, director or ***employee*** as follows:
   i. money, debit or credit cards
   ii. audio or visual goods.
3. Death or injury of living creatures.
4. ***Damage*** caused by or resulting from:
a) wear and tear or gradual deterioration
b) defective or insufficient packing
c) deterioration following breakdown or failure of refrigeration equipment unless such failure or breakdown is due to an accident to the vehicle
d) moth, vermin, insects, mildew, rust, contamination, electrical or mechanical derangement (unless caused by external means), inherent vice or nature of the property
e) deterioration, depreciation, delay in transit, loss of market or other consequential loss
f) riot, civil commotion or strikes
g) theft from any unattended vehicle operated by ***you*** unless all doors, windows and other points of access have been closed and locked, any security devices have been correctly set to operate and all keys have been removed from the vehicle
h) theft from any soft topped, soft sided, open topped or open sided vehicle or trailer operated by ***you***
i) the weather to property in transit by ***you*** while in the open unless the property is suitably protected
j) dismantling, installing, erecting or testing.
5. Unexplained shortages.
6. Property more specifically covered elsewhere in this policy or by any other policy.
7. Any ***claim*** if ***you*** failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

Special requirement for Goods in Transit

You are required as a condition precedent to ***our*** liability for ***damage*** resulting from theft or attempted theft:

1 OVERNIGHT SECURITY
to keep any unattended vehicle operated by ***you*** in a guarded security park, or in a securely locked building or locked yard, between the hours of 21:00 to 06:00.

Claims settlement for Goods in Transit

At ***our*** option, ***we*** will indemnify ***you*** for the ***damaged*** property by:
- making a cash payment
- paying for the repair
- paying for the cost of replacement if ***damaged*** beyond repair.

LIMITS
The most ***we*** will pay for any ***claim*** for goods in transit by:
a) ***your*** own vehicles is the own vehicle limit
b) any other carrier is the limit any one:
   - package
   - consignment

shown in the schedule at the date of the ***damage***.

UNDERINSURANCE
If at the time of ***damage*** the appropriate vehicle, package or consignment limit sum insured (plus index-linking) is less than the full value of the property in transit, ***we*** will only pay the same proportion of the ***damage*** as the sum insured bears to the full value for the property in transit.

Section 14 Refrigerated Contents

WHAT IS COVERED

We will pay for ***damage*** to the contents, belonging to ***you*** or for which ***you*** are responsible, of refrigeration units used in connection with ***your activities*** at the ***premises*** caused by:

a) a rise or fall in temperature in such unit

b) escape of refrigerant.

WHAT IS NOT COVERED

1. The amount of ***excess*** shown in the schedule.
2. ***Damage*** to contents:

a) resulting from any deliberate act or wilful neglect by ***you*** or any ***employee***
b) caused by a deliberate act of the power supplier
c) of walk in cold rooms and walk in freezers.

3. Any ***claim*** if ***you*** failed to comply with a special requirement and such failure caused, or increased the amount of, the loss, unless otherwise stated in the special requirement.

Special requirement for Refrigerated Contents

You are required as a condition precedent to ***our*** liability:

1 REFRIGERATION UNITS MAINTENANCE CONTRACT
to ensure that any refrigeration unit over 10 years old is kept under an annual (or more regular) maintenance contract with the manufacturer or independent refrigeration engineers.

Claims settlement for Refrigerated Contents

At ***our*** option, ***we*** will pay the cost of replacement or make a cash payment for the value of the contents at the date of the ***damage***.

LIMITS
The most ***we*** will pay for any ***claim*** is the:

- limit any one unit and
- total sum insured

shown in the schedule at the date of the ***damage***.

Section 15 Legal Expenses

SPECIAL NOTE (not forming part of the policy wording):
1. The cover under this section has been arranged by us in conjunction with DAS Legal Expenses Insurance Company Limited (DAS).
2. DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. (Registered number 202106).
3. We are responsible for paying any claims under this section but DAS manage all claims matters and correspondence on our behalf.
4. Please take extra care in following the procedures under Employment Compensation Awards cover (insured incident 1.b)).
5. Please also refer to the notes under 'MAKING A CLAIM' in the front of this policy.

WHAT IS COVERED

We will indemnify the ***insured person*** for any ***insured incident*** detailed below arising in connection with ***your activities*** as long as:

a) the ***date of occurrence*** of the ***insured incident*** happens during the ***period of insurance*** and within the ***territorial limits***; and

b) any legal proceedings are dealt with by a court, or other body which ***DAS*** agree to, in the ***territorial limits***; and

c) in civil claims it is always more likely than not that an ***insured person*** will recover damages (or obtain any other legal remedy which ***DAS*** have agreed to) or make a successful defence.

For all ***insured incidents***, ***DAS*** will help in appealing or defending an appeal as long as the ***insured person*** tells ***DAS*** within the time limits allowed that they want ***DAS*** to appeal. Before ***we*** pay any ***costs and expenses*** for appeals, ***DAS*** must agree that it is always more likely than not that the appeal will be successful.

If a ***representative*** is used, ***we*** will pay the ***costs and expenses*** incurred for this.

We will pay Compensation Awards that ***DAS*** have agreed to.

WHAT IS NOT COVERED

All ***insured incidents*** do not cover:
a) any claim reported to ***DAS*** more than 180 days after the date the ***insured person*** should have known about the ***insured incident***
b) ***costs and expenses*** incurred before the written acceptance of a claim by ***DAS***
c) fines, penalties, compensation or damages which the ***insured person*** is ordered to pay by a court, or other authority, other than compensation awards as covered under ***insured incidents*** 1.b) Compensation Awards and 2 Legal Defence
d) any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements
e) any claim relating to rights under a franchise or agency agreement entered into by the ***insured***
f) any ***insured incident*** deliberately or intentionally caused by an ***insured person***
g) a dispute with ***us*** or ***DAS*** not otherwise dealt with under Special Condition 7 of this section
h) any claim relating to a shareholding or partnership share in the ***insured*** unless such shareholding was acquired under a scheme open to all ***employees*** of the ***insured***, or a substantial number of them of a certain minimum grade other than the directors, trustees or partners of the ***insured***
i) judicial review
j) any claim where the ***insured person*** brings legal action resulting from one or more incidents arising at the same time, or from the same originating cause, which could result in the court making a Group Litigation Order
k) legal action an ***insured person*** takes which ***DAS***, or the ***representative***, have not agreed to or where the ***insured person*** does anything that hinders ***DAS*** or the ***representative***
l) when either at the commencement of, or during the course of a claim notified under this section, the ***insured*** is bankrupt, or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed or arrangement, or is in liquidation, or part or all of its affairs or property are in the care or control of a receiver or administrator.

INSURED INCIDENT:

1. EMPLOYMENT DISPUTES, COMPENSATION AWARDS AND SERVICE OCCUPANCY

a) EMPLOYMENT DISPUTES
DAS will defend the ***insured's*** legal rights:
   i. prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee; or
   ii. in the resolution of any unfair dismissal dispute under the ACAS Arbitration Scheme; or
   iii. in legal proceedings in respect of any dispute with:
      a) an ***employee***, or ex-***employee***, or a trade union acting on behalf of an ***employee*** or ex-***employee***, which arises out of, or relates to, a contract of employment with the ***insured***; or
      b) an ***employee***, prospective ***employee*** or ex-***employee*** arising from an alleged breach of their statutory rights under employment legislation.

The following are not covered in respect of the ***insured incident*** against which they appear:

1. Any claim:
a) in respect of damages for personal injury or loss or damage to property
b) arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.
2. Any:
a) employment dispute where the cause of action arises within the first 90 days of the indemnity provided by this section
b) dispute with an ***employee*** who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of the indemnity provided by this section if the ***date of occurrence*** was within the first 180 days of the indemnity provided by this section

(Continued)

Section 15 Legal Expenses

WHAT IS COVERED	WHAT IS NOT COVERED
EMPLOYMENT DISPUTES	(Continued)
	c) redundancy, or alleged redundancy, or unfair selection for redundancy arising within the first 180 days of the indemnity provided by this section. This exclusion will not be enforced if the ***insured*** can provide written evidence of continuous and equivalent employment legal expenses insurance prior to inception of this section.
b) COMPENSATION AWARDS Where ***DAS*** have accepted a claim under ***insured incident*** 1.a) ***we*** will pay: i. any basic and compensatory award; and/or ii. an order for compensation following a breach of the ***insured's*** statutory duties under employment legislation provided that: A. in cases relating to performance and/or conduct, the ***insured*** has throughout the employment dispute either: i. followed the ACAS code of Disciplinary and Grievance Procedures as prepared by the Advisory Conciliation and Arbitration Service; or ii. followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or iii. sought and followed advice from the ***DAS*** legal advice service. B. for an order of compensation following the ***insured's*** breach of statutory duty under employment legislation the ***insured*** has at all times sought and followed advice from the ***DAS*** legal advice service since the date when the insured should have known about the employment dispute. C. for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, the ***insured*** has sought and followed advice from the ***DAS*** Claims Department prior to serving notice of redundancy. D. the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by ***DAS***. E. the most ***we*** will pay for compensation awards shall not exceed £1,000,000 in total in any one ***period of insurance***.	Any: a) compensation award relating to the following: - trade union activities, trade union membership or non-membership; - pregnancy or maternity rights; - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996; - statutory rights in relation to trustees of occupational pension schemes; - statutory rights in relation to Sunday shop and betting work. b) non-payment of money due under the relevant contract of employment or statutory provision relating thereto. c) award ordered because the ***insured*** has failed to provide relevant records to employees under the National Minimum Wage laws. d) compensation award or increase in compensation award ordered by a court, or tribunal for failure to comply with a recommendation or order it has made, including non-compliance with a reinstatement or re-engagement order.
c) SERVICE OCCUPANCY ***DAS*** will negotiate for the ***insured's*** legal rights against an ***employee*** or ex-***employee*** to recover possession of premises owned by the ***insured***, or for which the ***insured*** is responsible.	Any claim relating to defending the ***insured's*** legal rights other than defending a counter-claim.
2. LEGAL DEFENCE At the ***insured's*** request: a) ***DAS*** will defend the ***insured person's*** legal rights: i. prior to the issue of legal proceedings when dealing with the - Police - Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the ***insured person*** has or may have committed a criminal offence; or ii. following an event which leads to the ***insured person*** being prosecuted in a court of criminal jurisdiction; or iii. if civil action is taken against the ***insured person*** for compensation under section 13 of the Data Protection Act 1998. ***We*** will also pay any compensation award made against the ***insured person*** under section 13 of the Data Protection Act 1998. b) ***DAS*** will defend the ***insured's*** legal rights following civil action taken against the ***insured*** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the ***period of insurance***.	Any claim which leads to the ***insured person*** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.
(Continued)	

Section 15 Legal Expenses

WHAT IS COVERED

2. LEGAL DEFENCE (continued)

c) ***DAS*** will defend the ***insured person's*** (other than the ***insured's***) legal rights if:
   i. an event arising from their work as an ***employee*** leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; or
   ii. civil action is taken against them as a trustee of a pension fund set up for the benefit of the ***insured's employees***.

d) ***DAS*** will represent the ***insured person*** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting the ***insured***.

e) ***DAS*** will represent the ***insured*** in appealing against the refusal of the Information Commissioner to register the ***insured's*** application for registration.

f) ***We*** will pay the ***attendance expenses*** of an ***insured person*** for jury service

provided that:

A. in so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the ***territorial limit*** shall be any place where the Act applies
B. at the time of the ***insured incident***, the ***insured*** has registered with the Information Commissioner in respect of ***insured incident*** 2. a) iii).

3. CONTRACT DISPUTES

DAS will negotiate for the ***insured's*** legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by, or on behalf of, the ***insured*** for the purchase, hire, sale or provision of goods or of services

provided that:

A. the amount in dispute exceeds £250. If the amount in dispute exceeds £5,000, the ***insured*** will be responsible for the first £500 of legal costs in each and every claim
B. if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250
C. if the dispute relates to money owed to the ***insured***, a claim under this section is made within 90 days of the money becoming due and payable.

4. PROPERTY PROTECTION

DAS will negotiate for the ***insured's*** legal rights in any civil action relating to material property which is owned by, or the responsibility of the ***insured***, following:

a) any event which causes physical damage to such material property; or
b) any nuisance or trespass.

WHAT IS NOT COVERED

1. Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the ***date of occurrence*** is within the first 90 days of the indemnity provided by this section.
2. Any claim relating to the following:
a) the settlement payable under an insurance policy
b) a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement
c) a loan, mortgage, pension, investment, borrowing or any other financial product
d) a motor vehicle owned by, or hired or leased to, the ***insured*** other than agreements relating to the sale of motor vehicles where the ***insured*** is engaged in the business of selling motor vehicles.
3. A dispute with an ***employee*** or ex-***employee*** which arises out of, or relates to, a contract of employment with the ***insured***.
4. A dispute which arises out of the:
a) sale or provision of computer hardware, software, systems or services; or
b) purchase or hire of computer hardware, software, systems or services tailored by a supplier to the ***insured's*** own specification.
5. A dispute arising from a breach or alleged breach of professional duty by an ***insured person***.
6. The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

Any claim relating to:

a) a contract entered into by the ***insured***
b) goods in transit or goods lent or hired out
c) goods at premises other than those occupied by the ***insured*** unless the goods are at such premises for the purpose of installations or use in work to be carried out by the ***insured***
d) mining subsidence
e) defending the ***insured's*** legal rights other than in defending a counter-claim
f) a motor vehicle owned or used by, or hired or leased to, an ***insured person*** other than damage to motor vehicles where the ***insured*** is engaged in the business of selling motor vehicles.

Section 15 Legal Expenses

WHAT IS COVERED

5. BODILY INJURY
   At the ***insured's*** request, ***DAS*** will negotiate for an ***insured person's*** and their family members' legal rights following an event which causes the death of, or bodily injury to them.

6. TAX PROTECTION
   a) Full or Aspect or Charity Commission Enquiries
      DAS will negotiate on behalf of the ***insured*** and, at the request of the ***insured***, the directors, trustees and partners of the ***insured***, and represent them in any subsequent appeal proceedings in respect of:
      i. a ***full enquiry*** and/or ***aspect enquiry*** and/or
      ii. an investigation carried out by the Charity Commission into the ***insured's*** business accounts
   b) Tax Intervention Enquiries
      DAS will negotiate on behalf of the ***insured*** and represent them in any dealings with HM Revenue & Customs in respect of a ***tax intervention enquiry***
   c) Employers' Compliance
      DAS will negotiate on behalf of the ***insured*** and represent them in any appeal proceedings in respect of a dispute concerning the ***insured's*** compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs
   d) VAT Disputes
      DAS will negotiate on behalf of the ***insured*** and represent them in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due

   provided that:
   A. for all ***insured incidents***, the ***insured*** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed
   B. ***we*** will not pay more than £2,000 for ***aspect enquiries*** or ***tax intervention enquiries***.

WHAT IS NOT COVERED

Any claim relating to:
a) any illness or bodily injury, which develops gradually or is not caused by a specific or sudden accident; or
b) defending an ***insured person's*** and their family members' legal rights other than in defending a counter-claim; or
c) a motor vehicle owned or used by, or hired or leased to an ***insured person*** or their family members.

1. In respect of ***aspect enquiries*** and ***tax intervention enquiries*** the first £200 of ***costs and expenses*** in each and every claim.
2. Any ***insured incident***:
a) arising from a tax avoidance scheme
b) caused by the failure of the ***insured*** to register for Value Added Tax
c) arising from any investigation or enquiries undertaken by HM Revenue & Customs Special Investigation Section or Special Civil Investigations or the Revenue & Customs Prosecution Office
d) arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

Claims settlement for Legal Expenses

LIMITS
Unless otherwise stated, the most ***we*** will pay for all claims under this section resulting from one or more events arising at the same time or from the same originating cause is the indemnity limit shown in the policy schedule.

Special conditions for Legal Expenses

1 An ***insured person*** must:
   a) keep to the terms and conditions of this section and of the policy
   b) notify ***us*** immediately of any alteration which may materially affect ***our*** assessment of the risk
   c) take reasonable steps to keep any amount ***we*** have to pay as low as possible
   d) try to prevent anything happening that may cause a claim
   e) send everything ***DAS*** ask for, in writing
   f) give ***DAS*** full details of any claim as soon as possible and give ***DAS*** any information they need.

2 a) ***DAS*** can take over and conduct in the name of the ***insured person***, any claim or legal proceedings at any time. ***DAS*** can negotiate any claim on behalf of an ***insured person***.
   b) ***DAS*** will choose the ***representative*** to represent an ***insured person*** in any proceedings where ***we*** may be liable to pay a compensation award. In all other cases an ***insured person*** is free to choose a ***representative*** (by sending ***DAS*** a suitably qualified person's name and address) if:
      i. ***DAS*** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an ***insured person*** in those proceedings; or
      ii. there is a conflict of interest.
   c) Before an ***insured person*** chooses a lawyer or an accountant, ***DAS*** can appoint a ***representative***.
   d) A ***representative*** will be appointed by ***DAS*** and represent an ***insured person*** according to ***DAS'*** standard terms of appointment, which may include a 'no-win, no-fee' agreement. The ***representative*** must co-operate fully with ***DAS*** at all times.
   e) ***DAS*** will have direct contact with the ***representative***.
   f) An ***insured person*** must co-operate fully with ***DAS*** and with the ***representative*** and must keep ***DAS*** up-to-date with the progress of the claim.
   g) An ***insured person*** must give the ***representative*** any instructions that ***DAS*** require.

3 a) An ***insured person*** must tell ***DAS*** if anyone offers to settle a claim and must not agree to any settlement without the written consent of ***DAS***.
   b) If an ***insured person*** does not accept a reasonable offer to settle a claim, ***we*** may refuse to pay further ***costs and expenses***.
   c) ***We*** may decide to pay the ***insured person*** a reasonable sum of money, subject to the maximum sum recoverable at law in settlement of damages, that the ***insured person*** is claiming, or is being claimed against them, instead of starting or continuing legal proceedings.

4 a) If ***DAS*** ask, an ***insured person*** must tell the ***representative*** to have ***costs and expenses*** taxed, assessed or audited.
   b) An ***insured person*** must take every step to recover ***costs and expenses*** that ***we*** have to pay and must pay ***us*** any ***costs and expenses*** that are recovered.

5 If a ***representative*** refuses to continue acting for an ***insured person*** with good reason, or if an ***insured person*** dismisses a ***representative*** without good reason, the cover ***we*** provide will end at once, unless ***DAS*** agree to appoint another ***representative***.

6 If an ***insured person*** settles a claim, or withdraws their claim, without the agreement of ***DAS***, or does not give suitable instructions to a ***representative***, the cover ***we*** provide will end at once and ***we*** will be entitled to re-claim any ***costs and expenses*** paid by ***us***.

7 If there is a disagreement about the way ***DAS*** handle a claim that is not resolved through our complaints procedure, ***DAS*** and the ***insured person*** can choose a suitably qualified person to arbitrate. ***DAS*** and the ***insured person*** must both agree to the choice of this person in writing.
Failing this ***DAS*** will ask the president of a national association relevant to the arbitration to choose a suitably qualified person.
All costs of resolving the matter must be paid by the party whose argument is rejected.
If a decision is not clearly made against either party the arbitrator will decide how the costs are shared.

8 ***DAS*** may, at their discretion, require the ***insured*** to obtain an opinion from counsel, at the ***insured's*** expense, as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by ***us***.

9 All Acts of Parliament within the section wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be, and any subsequent amendment or replacement legislation.

10 This section will be governed by English law.

General Exclusions

(Applicable to the whole policy except where varied under any operative Legal Expenses cover or as otherwise stated)

This policy does not cover:

1 RADIOACTIVE CONTAMINATION

any expense, consequential loss, legal liability or ***damage*** to any property directly or indirectly arising from:

a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

This exclusion does not apply to any cover for:

- Employers Liability except in respect of liability of any principal and liability assumed by agreement
- Personal Accident.

2 WAR RISKS

any contingency, liability or ***damage*** occasioned by or happening through war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil commotion assuming proportions of or amounting to a popular rising, civil war, military rising, mutiny, rebellion, revolution, insurrection, military or usurped power or martial law.

This exclusion does not apply to any cover for Employers Liability.

3 SONIC BANGS

damage arising directly from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

4 CONFISCATION

damage caused by or happening through confiscation or destruction or requisition by order of any government or any public authority.

5 TERRORISM

any ***claim*** directly or indirectly caused by resulting from or in connection with ***terrorism*** regardless of any other contributory cause. This insurance also excludes any ***claim*** directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to ***terrorism***.
If ***we*** allege that by reason of this exclusion any ***claim*** is not covered by this policy the burden of proving the contrary shall be upon ***you***.

This exclusion does not apply to any cover for:

- Personal Accident
- Employers Liability
- Legal Expenses.

6 NORTHERN IRELAND (PROPERTY DAMAGE / BUSINESS INTERRUPTION)

any ***damage***, cost, expense or consequential loss of whatsoever nature in Northern Ireland directly or indirectly caused by, resulting from or in connection with riot, civil commotion and (except in respect of ***damage*** or consequential loss by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation.

7 POLLUTION OR CONTAMINATION

a) in respect of any cover for ***your*** insured property of any description, including electronic data, Business Interruption or Book Debts

pollution or contamination except (unless otherwise excluded) ***damage*** caused by:

i. pollution or contamination which itself results from fire, lightning, explosion, aircraft, riot, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, impact, falling trees, falling aerials, escape of oil, sprinkler leakage, subsidence, theft or attempted theft, glass and sanitary fixtures

ii. fire, lightning, explosion, aircraft, riot, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, impact, falling trees, falling aerials, escape of oil, sprinkler leakage, subsidence, theft or attempted theft, glass and sanitary fixtures which itself results from pollution or contamination.

b) in respect of any cover for liability to third parties

liability arising from pollution or contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the ***period of insurance***.
All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
Pollution or contamination shall be deemed to mean:

i. all pollution or contamination of buildings or other structures or water or land or the atmosphere; and

ii. all ***damage*** or ***bodily injury*** directly or indirectly caused by such pollution or contamination.

8 INDIRECT LOSS

any indirect losses which result from the event that caused ***you*** to make a ***claim***, except as specifically provided for under this policy.
This exclusion does not apply to any cover for:

- Personal Accident
- Employers Liability
- Public and Products Liability
- Professional Indemnity
- Property Owners Liability
- Loss of Licence
- Trustees Indemnity
- Legal Expenses.

General Exclusions

This policy does not cover:

9 MORE SPECIFIC INSURANCE
property more specifically insured under another policy.

10 DATE RELATED COMPUTER FAILURE
any ***claim*** directly or indirectly arising from the failure or possible failure of any computer or other equipment media or system (or any part of them) for processing storing or retrieving data to include without limitation any microchip integrated circuit or similar device or any computer software:
a) correctly to recognise any date as its true calendar date
b) to save and/or correctly interpret or process any data or command as a result of treating any date other than its true calendar date
c) to save or correctly process any data on or after any date

but this shall not exclude subsequent ***damage*** or consequential loss not otherwise excluded which itself results from:
fire, explosion, lightning, smoke, aircraft or other aerial devices dropped from them, theft or attempted theft, impact by any road vehicle, train or animal, riot, civil commotion, strikers, locked–out workers or persons taking part in labour disturbances, malicious people or vandals, storm or flood, escape of water from any tank, apparatus or pipe, escape of fuel oil from any fixed oil-fired heating installation
if covered by this policy.

This exclusion does not apply to any cover for:
- Personal Accident
- Employers Liability.

11 ELECTRONIC RISKS
a) in respect of any cover for property of any description, including electronic data, Business Interruption or Book Debts

i. ***damage*** to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives 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 directly or indirectly
ii. consequential loss
caused by or arising from ***virus or similar mechanism*** or ***hacking*** or ***denial of service attack***.

b) in respect of any cover for liability to third parties including Public and Products Liability, Property Owners Liability and Trustees Indemnity

liability arising from ***damage*** to information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs or firmware.

This exclusion does not apply to any cover for Employers Liability.

12 ASBESTOS
in respect of any cover for liability to third parties including Public and Products Liability, Property Owners Liability, Trustees Indemnity and Hirers Liability

liability arising directly or indirectly from:

a) any mining, processing, manufacturing, removing, handling, disposing of, treatment of, distributing or storing of ***asbestos***. However, this shall not apply where removing, handling or disposing of ***asbestos*** does not form part of ***your activities*** or any contract work undertaken and:
i. ***you*** have complied with any legal obligations to manage ***asbestos*** and
ii. any discovery of ***asbestos*** by ***you*** is unintentional and accidental and
iii. where, upon discovery of ***asbestos***, all work immediately stops and
iv. a HSE licensed asbestos removal contractor is employed:
- to make safe the area in which the discovery is made as soon as is practicable and
- who has Employers' and Public Liability insurance in force which provides limits of indemnity no less than those provided by ***your*** policies and which do not exclude the work to be carried out

b) fears of the consequences of exposure to, or inhalation of ***asbestos***.

This exclusion does not apply to any cover for Employers Liability.

13 CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE
any liability, fines, costs or expenses of whatsoever nature arising from or related to any action brought against ***you***, or any other company or organisation insured by this policy, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any replacement or amending legislation, except as provided by the standard endorsement to this policy.

This exclusion does not apply to any cover for Legal Expenses.

General Conditions

(Applicable to the whole policy except where varied under any operative Legal Expenses cover or as otherwise stated)

NOTE – Reference to ***claim*** in these General Conditions is deemed also to refer to ***claim made***.

1 CONDITIONS PRECEDENT TO LIABILITY

The due observance and fulfilment of the terms of this policy relating to anything to be done or complied with by ***you*** shall be conditions precedent to ***our*** liability to make any payment under this policy.

2 CANCELLATION AND COOLING-OFF (PRIVATE CUSTOMERS ONLY)

If ***you*** are an individual person and any part of the insurance by this policy has been requested by ***you*** for purposes which are outside ***your*** trade, business or profession then the following cooling-off and cancellation conditions apply.

Your right to cancel in the cooling-off period

If at inception or renewal of this policy and after receiving the full written documentation (either in paper or electronic format), including the schedule, ***you*** change ***your*** mind and no longer require the cover then ***you*** have 14 days (cooling-off period) from either the date ***you*** received the full documentation or the date the cover commenced, whichever is the later, to tell ***us***, or ***your*** insurance advisor, in writing that ***you*** wish to cancel the policy. In such circumstances ***we*** will make a full refund of premium.

Your right to cancel after the cooling-off period

- If the policy is not cancelled within the cooling-off period, then the insurance is in force and ***you*** are committed to pay the premium.
- ***You*** can cancel the policy providing ***you*** give ***us*** notice in writing (including electronic format) and that there is no Long Term Undertaking in force.
- As long as ***you*** have not made a ***claim we*** will refund the premium for the remainder of the ***period of insurance***, suitably adjusted if the premium is paid by instalments and provided that the amount of refund due is not less than £25.
- If ***you*** have made a ***claim*** in the current ***period of insurance*** then the full annual premium is due and no refund will be allowed.
- If the premium is paid by instalments then any premium owing for the remainder of the ***period of insurance*** must be paid by ***you*** or it will be deducted from any ***claim*** settlement.

Our right to cancel

- ***We*** have the right to cancel the policy by giving ***you*** 14 days notice in writing sent by recorded delivery to ***your*** last known address.
- If ***we*** cancel the policy ***we*** will refund the premium for the remainder of the ***period of insurance***, suitably adjusted if the premium is paid by instalments.
- If the premium is payable by instalments and an instalment is not received by the due date, the policy will be cancelled from the date the instalment was due unless otherwise agreed by ***us*** in writing.

3 CANCELLATION (OTHER THAN IN GENERAL CONDITION 2 ABOVE)

Your right to cancel

- ***You*** can cancel this policy providing ***you*** give ***us*** notice in writing (including electronic format) and that there is no Long Term Undertaking in force.
- As long as ***you*** have not made a ***claim we*** will refund the premium for the remainder of the ***period of insurance***, suitably adjusted if the premium is paid by instalments and provided that the amount of refund due is not less than £25.
- If ***you*** have made a ***claim*** in the current ***period of insurance*** then the full annual premium is due and no refund will be allowed.
- If the premium is paid by instalments then any premium owing for the remainder of the ***period of insurance*** must be paid by ***you*** or it will be deducted from any ***claim*** settlement.

Our right to cancel

- ***We*** have the right to cancel the policy by giving ***you*** 14 days notice in writing sent by recorded delivery to ***your*** last known address.
- If ***we*** cancel the policy ***we*** will refund the premium for the remainder of the ***period of insurance***, suitably adjusted if the premium is paid by instalments.
- If the premium is payable by instalments and an instalment is not received by the due date, the policy will be cancelled from the date the instalment was due unless otherwise agreed by ***us*** in writing.

General Conditions

4 CLAIMS PROCEDURE (YOUR DUTIES)

Contact details can be found under Making A Claim. For a legal expenses claim, refer to the special conditions under the Legal Expenses section.

When ***you*** become aware of a possible ***claim*** under this policy ***you*** shall (at ***your*** expense):

- notify ***us*** immediately
- immediately tell the police if ***damage*** is caused by theft, attempted theft, malicious acts, riot or civil commotion
- take all practical steps to recover any property lost or to minimise the ***damage***
- within 30 days (7 days in the case of ***damage*** by riot, civil commotion, strikers, labour disturbances and malicious persons) advise ***us*** in writing giving full details, and complete ***our*** appropriate claim form
- in respect of any ***claim*** for Business Interruption, submit to ***us*** within 30 days after the expiry of the ***indemnity period***, or within such further time as ***we*** may in writing allow, a statement setting out particulars of the ***claim*** together with details of all other insurances covering any part of the ***damage*** or resulting business interruption
- give all assistance, information and documentation ***we*** may reasonably require within any timescales ***we*** may set at the time
- send to ***us***, unanswered, every writ, summons or other communication immediately it is received
- send to ***us*** written details of any related inquest, legal inquiry, prosecution or procedure immediately it is known to ***you***
- if ***we*** require, provide to ***us*** a statutory declaration of the truth of the ***claim***.

When ***you*** become aware of a possible ***claim*** under this policy ***you*** shall not:

- admit, deny, negotiate or settle a ***claim*** without ***our*** written consent
- abandon any property to ***us***.

5 CLAIMS PROCEDURE (OUR RIGHTS)

For a legal expenses claim, refer to the special conditions under the Legal Expenses section.

If ***you*** make a ***claim*** under this policy ***we*** have the right:

- to enter any building where ***damage*** has occurred and take, and keep, possession of any property covered by this policy
- to the salvage of any property covered by this policy
- at any time to start, take over, defend and conduct any legal action or prosecution in ***your*** name
- to settle any liability ***claim*** by payment of the indemnity limit (less any sum or sums already paid or incurred) or any less amount for which, at ***our*** discretion, the ***claim*** can be settled. ***We*** will then relinquish control of the ***claim*** and be under no further liability
- to arrange a post mortem at ***our*** expense in the event of a death benefit ***claim*** under the Personal Accident or Personal Accident Assault cover.

6 CLAIMS SETTLEMENT

Where more than one ***excess*** applies to any one ***claim*** only the highest ***excess*** will be deducted from the amount of settlement.

7 SUBROGATION

Before or after ***we*** settle any ***claim*** under this policy ***you*** shall, at ***our*** request and at ***our*** expense do, or permit to be done, anything necessary or reasonably required by ***us*** in order to:

- enforce any rights and remedies against
- obtain relief or indemnity from

other parties, to which ***we*** would be entitled after settlement of that ***claim***.

8 OTHER INSURANCE

- If at the time of a ***claim*** there is any other insurance covering anything insured by this policy, other than in respect of insurances for legal liabilities, Money or Personal Accident, ***we*** will only pay ***our*** proportionate share.
- In respect of any covers, including their respective extensions and endorsements, for legal liabilities or Money (but not Personal Accident or Personal Accident Assault) ***we*** will only pay for any amount over the limit obtainable under such other insurance which is or would be payable but for the existence of this policy.
- In respect of any covers, including their respective extensions and endorsements, for Personal Accident or Personal Accident Assault, irrespective of the number of policies issued by ***us***, ***we*** will not pay benefits for the same insured person under more than one policy for any one occurrence. The policy or section that provides the greatest benefit will apply.
- If any other insurance is subject to any condition of underinsurance (average) the appropriate cover under this policy will be subject to the same condition of underinsurance (average) if it is not already included.

9 FRAUD

If ***you*** or anyone acting for ***you*** makes a ***claim*** under this policy knowing the ***claim*** to be false in any respect:

- ***we*** will not pay the ***claim***; and
- all cover under this policy ceases; and
- ***we*** will not return any premium paid.

10 MISREPRESENTATION, MISDESCRIPTION OR NON-DISCLOSURE

This policy will be voidable if there is any misrepresentation, misdescription or non-disclosure of any material fact or detail.

General Conditions

11 REASONABLE CARE

At all times ***you*** must take all reasonable steps to:

- prevent or minimise ***damage*** or ***bodily injury***
- protect the property covered under this policy
- maintain the property covered under this policy in a good state of repair
- exercise and use reasonable care in the selection and supervision of ***employees***
- comply with all statutory and other obligations and regulations imposed by any authority
- make safe or repair any defects in the property covered under this policy immediately they are identified.

12 ALTERATION OF RISK

You must tell ***us*** immediately:

- ***you*** become aware of any changes in circumstances which increase the risk of ***damage***, accident or liability, such as:
  a) structural alterations or major repairs
  b) any demolition, groundwork, excavation or construction being carried out adjacent to the ***premises***
  c) changes in ***your activities***, the ***premises*** or its use
- the ***buildings*** become ***unoccupied***
- ***your*** interest ceases, except by will or operation of law
- an administrator, liquidator or receiver is appointed or if ***you*** enter into a voluntary arrangement.

Upon any alteration as described above, ***we*** shall be entitled to cancel the policy from the date of such alteration or impose special terms or charge an additional premium.

13 ARBITRATION

Provided ***we*** have admitted liability for a ***claim***, any unresolved dispute as to the amount to be paid shall be referred to arbitration in accordance with the statutory provisions in force at the time to:

- an agreed arbitrator, or if an arbitrator cannot be agreed
- an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given seven days written notice to the other party.

You must not take legal action against ***us*** over the dispute before the arbitrator has reached a decision.

14 NO CLAIMS DISCOUNT

If the premium by this policy is subject to a No Claims Discount and no ***claim*** is made or pending during the twelve months immediately preceding the renewal of the policy, then a No Claims Discount will be allowed from the renewal premium.

15 INDEX-LINKING

If any property damage section of this policy is subject to index-linking then:

- the sum(s) insured by that section as shown in the schedule will be adjusted automatically to reflect general changes in rebuilding costs and inflation trends
- the renewal premium will be calculated on revised sums insured that include previous index-linking increases
- in the event of a ***claim*** the adjustments will continue during the period of repair or ***reinstatement*** provided such repair or ***reinstatement*** is carried out without delay.

Standard Endorsement

The following endorsement is standard for all policies but is only effective where the stated sections or extensions are operative. Subject otherwise to the terms, exceptions and conditions of the policy

CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE ENDORSEMENT

WHAT IS COVERED

If section(s) or extension(s) for:
- Employers Liability and/or
- Public and Products Liability and/or
- Property Owners Liability

are operative under this policy ***we*** will pay all amounts which ***you*** become legally liable to pay overall for legal costs and expenses incurred with ***our*** prior consent in the defence of any criminal proceedings, or an appeal against conviction, for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed in the course of ***your activities*** during the ***period of insurance***.

WHAT IS NOT COVERED

1) Fines or penalties of any kind.
2) Costs of any remedial or publicity orders, or steps to be taken by such orders.
3) Proceedings consequent upon any deliberate act or omission by:
   a) ***you***
   b) ***your*** managerial ***employees***
   while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission.
4) Legal costs and expenses:
   a) where they are otherwise covered under an operative Legal Expenses section of this policy except for any amount payable beyond the Indemnity Limit under such Legal Expenses cover
   b) where indemnity is otherwise provided by any other policy, insurer or from any other source.
5) ***We*** will not pay any ***claim*** when ***you*** have failed to comply with the special requirements for this endorsement and such failure caused or worsened the liability.

Special requirements for Corporate Manslaughter and Corporate Homicide Endorsement

You must as a condition precedent to ***our*** liability:
1 obtain ***our*** written consent prior to the appointment of any solicitor or counsel to act for ***you***
2 notify ***us*** immediately about any summons or other process served upon ***you*** which may give rise to a ***claim*** under this extension
3 not commence an appeal without ***our*** written consent and such consent will only be given if counsel has advised that it is more likely for an appeal to be successful than not.

Claims settlement for Corporate Manslaughter and Corporate Homicide Endorsement

The most ***we*** will pay is £1,000,000 for all ***claims***:
- under this extension in any ***period of insurance***
- in total for all policies issued by ***us*** to ***you*** where the ***claim*** relates to the same prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007.

This limitation forms part of and is not in addition to the indemnity limits stated in the schedule or the policy for each of the sections or extensions to which this extension applies.

Endorsements

The following endorsements and any supplementary endorsements are operative only if the number shown against them appears in the schedule. Each endorsement is subject otherwise to the terms, exceptions and conditions of the policy.

1 INTRUDER ALARM – SPECIAL REQUIREMENTS
You have provided details to ***us*** of an intruder alarm system within the ***buildings*** at ***your premises***

You must, as a condition precedent to ***our*** liability under any operative Buildings, Contents or Money section(s) of the policy for ***damage*** caused by theft or attempted theft from the ***buildings***, ensure that ***you*** comply with the following special requirements:

- the intruder alarm is put into full and proper operation whenever the alarmed portion of the ***premises*** is left unattended
- the alarm system is maintained under contract with an alarm company
- ***you*** obtain ***our*** prior approval of any alteration to the alarm system as described in the installer's specification
- ***you*** immediately inform both the alarm company and ***us*** in the event of notification by the police authorities of the withdrawal or possible withdrawal of police response to alarm calls
- ***you*** keep a register of authorised persons holding keys and information of pass-codes.

We will not pay any ***claim*** if ***you*** failed to comply with any special requirement above and such failure caused, or increased the amount of, the loss.

2 EXCLUSION OF MALICIOUS DAMAGE (BUILDINGS AND CONTENTS)
Event 7 of sections 1 and 2 is not covered.

3 EXCLUSION OF THEFT (BUILDINGS AND CONTENTS)
Event 4 of sections 1 and 2 is not covered.

4 EXCLUSION OF STORM OR FLOOD (BUILDINGS AND CONTENTS)
Event 8 of sections 1 and 2 is not covered.

Endorsements

5 RESTRICTION OF THEFT COVER FROM PREMISES (ALL RISKS)
Under section 3, ***we*** do not cover ***damage*** by theft, or any attempted theft, not involving entry to or exit from the ***buildings*** by forcible and violent means.

8 MANUAL WORK AWAY EXTENSION (PUBLIC LIABILITY)
Section 8 extends to cover liability arising from manual work, not involving the application of heat, undertaken away from the ***premises*** within the ***territorial limits*** in connection with ***your activities*** and as declared to ***us*** and accepted by ***us*** in writing.

9 PRODUCTS LIABILITY EXCLUSION
Under section 8, ***we*** do not cover any liability caused by or arising from ***products*** other than:
- food or drink sold or supplied by ***you*** for consumption on the ***premises***
- free literature supplied by ***you***

in connection with ***your activities***.

19 RESTRICTION OF COVER – FIRE RISKS OR AIRCRAFT ONLY (BUILDINGS AND CONTENTS)
Cover under sections 1 and 2 is inoperative except for:
- events 1 (fire, subterranean fire, explosion, lightning or earthquake), 2 (smoke) and 3 (aircraft or other aerial devices) of sections 1 and 2, and
- the Transfer of Interest, Additional Fees and Costs, Damage to Grounds, and Clearing of Drains extensions under section 1.

21 EXCLUSION OF GLASS (CONTENTS)
Extension 1 of section 2 is inoperative except for breakage of fixed sanitary fittings or fixed signs.

28 TENANTS' IMPROVEMENTS
Where a separate sum insured for tenants' improvements is shown under section 1 (Buildings) in the schedule:
a) any separate sum insured for ***buildings*** shall be deemed as excluding tenants' improvements
b) cover for tenants' improvements includes fixed external fittings, lighting, plant or equipment which ***you*** own as tenant of the ***premises***
c) the following extensions to section 1 do not apply to the cover for such tenants' improvements:
   - 3. UNDERGROUND SERVICES
   - 4. CAPITAL ADDITIONS
   - 5. DAMAGE TO GROUNDS
   - 6. CLEARING OF DRAINS
   - 11. EXTINGUISHER AND ALARM RE-SETTING EXPENSES

34 GLASS AND SANITARY FITTINGS (BUILDINGS)
Applicable only where section 2 (Contents) is inoperative.
The following extension is added to section 1 (Buildings):

WHAT IS COVERED

We will pay for breakage of:
- ***fixed glass***
- sanitary fittings
- lamps or signs
- ***fixed glass*** that forms part of multiple glazed units

forming part of the ***buildings*** that is not otherwise covered by an operative event under section 1 including the:
a) cost of necessary boarding up pending the replacement of any ***fixed glass*** which is the subject of a valid claim under this extension
b) repair of frames or framework caused by such breakage
c) cost of replacing any lettering, ornamentation or intruder alarm foil on ***fixed glass***.

The most ***we*** will pay for any ***claim***:
- under b) and c) is £2,500 in total
- for fixed toughened, armoured, wired, curved, leaded, engraved, stained, coloured or other special glass in total is £2,500
- for breakage of lamps and signs is £2,500

unless otherwise agreed by ***us*** in writing.

WHAT IS NOT COVERED

1. The amount of ***excess*** shown in the schedule.
2. Breakage caused:

a) by repairs or alterations to the ***buildings***
b) while the ***buildings*** are ***unoccupied***
c) to property which was in any way defective at the time cover was effected
d) to bulbs or tubes in lamps or signs when there is no other ***damage*** to the lamp or sign.

Endorsements

35 SPRINKLER LEAKAGE EXTENSION

The following extension applies to sections 1 (Buildings) and 2 (Contents) if operative:

WHAT IS COVERED

We will pay for ***damage*** to:
a) ***buildings***, under section 1
b) ***contents, electronic equipment*** and ***stock*** while contained in the ***buildings***, under section 2

caused by accidental escape of water from any automatic sprinkler installation in the ***premises***.

WHAT IS NOT COVERED

Damage caused by:
a) heat caused by fire
b) freezing of sprinkler pipes in any part of the ***premises***, for which ***you*** are responsible as owner or tenant, that is ***unoccupied***.

41 EXCLUSION OF THEFT FROM UNATTENDED VEHICLES (ALL RISKS)

Under section 3 ***we*** do not cover ***damage*** caused by or resulting from theft from any unattended motor vehicle.

44 SUBSIDENCE, HEAVE OR LANDSLIP (BUILDINGS AND CONTENTS)

The following event is added to sections 1 and/or 2 if operative:

WHAT IS COVERED

We will pay for ***damage*** to ***buildings***, ***contents***, ***electronic equipment*** and ***stock*** within the ***buildings*** caused by subsidence or heave of the site on which the ***buildings*** stand or landslip.

WHAT IS NOT COVERED

1. The amount of ***excess*** shown in the schedule.
2. ***Damage*** that originated prior to the inception of this cover.
3. ***Damage*** caused by or resulting from:
a) coastal or riverbank erosion
b) bedding down of new structures
c) settlement of newly made up ground
d) normal settlement, shrinkage or expansion
e) faulty workmanship or design or the use of defective materials
f) demolition, structural alteration or structural repair of any property at the ***premises***
g) ground works or excavation at the ***premises***.
4. ***Damage*** due solely to change in the water table level.
5. ***Damage*** to drives, car parks, paths, paved or hard-standing areas, swimming pools, walls, gates, fences, tanks, drains, pipes, cables, ducting, fittings, plant, equipment or any other immovable structures external to the buildings, unless the buildings are ***damaged*** by the same cause at the same time.

46 LONG TERM UNDERTAKING (3 YEARS)

A discount has been allowed off the net premium on this policy. For this discount ***you*** agree to offer annually for three years the insurance under this policy on the terms and conditions in force at the expiry of each ***period of insurance***.
You also agree to pay the premium annually in advance or, with ***our*** agreement, by instalments.
It is understood that:
a) ***we*** shall be under no obligation to accept an offer to renew this policy made in accordance with this undertaking
b) the sums insured may be reduced at any time to correspond with any reduction in value or activity.

This undertaking applies to any policy(ies) that ***we*** may issue in place of this policy and the same discount will be allowed off the net premium on the replacement policy(ies).
Payment of the premium at the renewal date immediately following the expiry of the current undertaking, as specified in the schedule, shall be deemed acceptance by ***you*** of:
- the continuation of the undertaking for a further three years in line with the original undertaking
- this undertaking and the policy terms.

SPECIAL NOTES (not forming part of the policy wording):
1. This undertaking is a legally binding contract between you and us.
2. If you break the undertaking we are at least entitled to recover from you the total amount of discount allowed for the period of the undertaking up to the date it is broken.
3. If we make any changes to the terms and conditions that are to your benefit then the undertaking is unaffected.
4. If we make any changes to the terms and conditions otherwise than in 3) above then you are no longer required to renew the policy(ies) with us.
5. If there is a material change in the risk that requires a change in the terms and conditions before the undertaking expires then from the date of the change either a new undertaking or the existing undertaking will be (re)negotiated and agreed.
6. If you discuss this insurance with a new intermediary or any other insurer before the undertaking expires then you must tell them about its existence.

47 RESTRICTION OF COVER – FIRE, AIRCRAFT, IMPACT, STORM OR FLOOD ONLY (BUILDINGS AND CONTENTS)

Cover under sections 1 and 2 is inoperative except for:
- ***damage*** caused by events 1 (fire, subterranean fire, explosion, lightning or earthquake), 2 (smoke), 3 (aircraft or other aerial devices), 5 (impact) or 8 (storm or flood)
- the Transfer of Interest, Additional Fees and Costs, Damage to Grounds, and Clearing of Drains extensions under section 1.

Endorsements

49 DAY ONE - NON-ADJUSTABLE (BUILDINGS)

You have stated to ***us*** in writing the ***declared value*** of the ***buildings***, as shown on the schedule, and the premium under section 1 has been calculated accordingly.

At the inception of each ***period of insurance***, ***you*** must notify ***us*** of the declared value of the ***buildings*** insured.

In the absence of such declaration ***we*** will index-link the last amount declared by ***you*** and the resulting amount shall be taken as the ***declared value*** for the ensuing ***period of insurance***.

In view of the above the following amendments apply to the claims settlement provisions under section 1 (Buildings):

The underinsurance provisions are deleted and replaced with the following:

UNDERINSURANCE

- when ***reinstatement*** applies:
  if at the time of the ***damage***, the ***declared value*** by the item in the schedule covering the ***buildings*** affected is less than the cost of ***reinstatement*** of all the ***buildings*** to which that ***declared value*** relates at the inception of the ***period of insurance***, then the amount ***we*** will pay will be reduced in the same proportion that the said declared value bears to the said cost of ***reinstatement***.
- when ***reinstatement*** does not apply:
  if at the time of the ***damage***, the ***declared value*** by the item in the schedule covering the ***buildings*** affected is less than the total cost of rebuilding all the ***buildings*** to which that ***declared value*** relates at the inception of the ***period of insurance***, then the amount ***we*** will pay will be reduced in the same proportion that the said ***declared value*** bears to the said total cost or rebuilding.
  In assessing the total cost of rebuilding a deduction will be made for wear and tear and betterment.

52 DECLARATION LINKED (BUSINESS INTERRUPTION)

1) The following definitions apply to this extension

estimated gross profit
the amount declared by ***you*** to ***us*** as representing not less than the ***gross profit*** which it is anticipated will be earned by ***your activities*** during the financial year most nearly concurrent with the ***period of insurance*** (or a proportionately increased multiple thereof where the ***maximum indemnity period*** shown in the schedule exceeds twelve months)

estimated income
the amount declared by ***you*** to ***us*** as representing not less than the ***income*** which it is anticipated will be earned by ***your activities*** during the financial year most nearly concurrent with the ***period of insurance*** (or a proportionately increased multiple thereof where the ***maximum indemnity period*** shown in the schedule exceeds twelve months)

2) Where shown as operative in the schedule, cover under:
   Option A – Loss of Income, or
   Option C – Gross Profit,

of section 5 is subject to the following additional terms:

a) Prior to each renewal of this policy ***you*** shall notify to ***us*** the ***estimated gross profit*** or ***estimated income*** for the financial year most nearly concurrent with the ensuing year of insurance
b) The first and annual premiums are provisional and are based on the ***estimated gross profit*** or ***estimated income***
c) ***You*** shall provide to ***us***, not later than six months after the expiry of each ***period of insurance***, a declaration confirmed by ***your*** auditors of the ***gross profit*** or ***income*** earned during the financial year most concurrent with the ***period of insurance***
   If any ***damage*** shall have occurred giving rise to a ***claim*** for loss of ***gross profit*** or loss of ***income*** the above mentioned declaration shall be increased by ***us*** for the purpose of premium adjustment by the amount by which the ***gross profit*** or ***income*** was reduced during the financial year solely in consequence of the ***damage***
   If the declaration (adjusted as provided above and proportionately increased where the ***maximum indemnity period*** exceeds 12 months):
   i) is less than the ***estimated gross profit*** or ***estimated income*** for the relative ***period of insurance***, ***we*** will allow a pro rata return of the premium paid, but not exceeding 50% of such premium
   ii) is greater than the ***estimated gross profit*** or ***estimated income*** for the relative ***period of insurance***, ***you*** shall pay a pro rata addition to the premium paid, but not exceeding 33.3% of such premium
d) The most ***we*** will pay for any ***claim*** is 133.3% of the ***estimated gross profit*** or ***estimated income*** sum insured shown in the schedule.

62 DECLARATIONS

Prior to each renewal date, ***we*** may require ***you*** to complete a declaration of changes to various factors on which ***we*** base ***your*** renewal terms. If changes have occurred, or if ***you*** fail to submit ***your*** declaration to ***us***, ***we*** may consequently adjust ***our*** terms for the forthcoming renewal.

Endorsements

501 INTRUDER ALARM SECURITY - SPECIAL REQUIREMENTS (NO MAINTENANCE CONTRACT)

You have provided details to ***us*** of an intruder alarm system, which has been installed after 15/10/2005, within the ***buildings*** at ***your premises***.

You must, as a condition precedent to ***our*** liability under any operative Buildings, Contents or Money section(s) of the policy for ***damage*** caused by theft or attempted theft from the ***buildings***, ensure that ***you*** comply with the following special requirements:

a) set the alarm system so that it is fully functional whenever ***you*** leave the ***buildings*** unattended
b) keep the alarm system maintained in full working order in accordance with the manufacturer's instructions
c) obtain our prior permission before undertaking changes to the alarm system specification.

We will not pay any ***claim*** if ***you*** failed to comply with any special requirement above and such failure caused, or increased the amount of, the loss.

SPECIAL NOTE (not forming part of the policy wording):
1. As from October 2005 the British Standards for intruder alarm systems were replaced by a new European Standards Directive, the interim standard being known as PD6662: 2004. The standard sets out various grades and options dependent upon the level of risk hazard, e.g. Grade 1 is low risk whereas Grade 3 is medium to high risk. The grading system is fairly complex but your alarm installer should have made it clear in the specification provided for your system exactly to which level the system has been installed. If in doubt you should seek their advice.

504 INTRUDER ALARM SECURITY - SPECIAL REQUIREMENTS (WITH MAINTENANCE CONTRACT)

You have provided details to ***us*** of an intruder alarm system, which has been installed after 15/10/2005, within the ***buildings*** at ***your premises***.

You must, as a condition precedent to ***our*** liability under any operative Buildings, Contents or Money section(s) of the policy for ***damage*** caused by theft or attempted theft from the ***buildings***, ensure that ***you*** comply with the following special requirements:

a) for all grades of alarm system:
   i. set the alarm system so that it is fully functional whenever ***you*** leave the ***buildings*** unattended
   ii. obtain ***our*** prior permission before undertaking changes to the alarm system specification.

For the following types of alarm system ***you*** must additionally:

b) Grade 1 – with Maintenance Contract
   i. keep in force a maintenance contract for the system

c) Grade 2 or 3 conforming to PD6662: 2004
   i. keep in force a maintenance contract for the system with an NSI or SSAIB approved alarm company
   ii. keep a register of authorised persons holding keys and information of pass codes
   iii. immediately inform the alarm company and ***us*** should the Police withdraw or give notice of withdrawal of response to alarm calls.

We will not pay any ***claim*** if ***you*** failed to comply with any special requirement above and such failure caused, or increased the amount of, the loss.

SPECIAL NOTE (not forming part of the policy wording):
1. As from October 2005 the British Standards for intruder alarm systems were replaced by a new European Standards Directive, the interim standard being known as PD6662: 2004. The standard sets out various grades and options dependent upon the level of risk hazard, e.g. Grade 1 is low risk whereas Grade 3 is medium to high risk. The grading system is fairly complex but your alarm installer should have made it clear in the specification provided for your system exactly to which level the system has been installed. If in doubt you should seek their advice.

635 MINIMUM SECURITY REQUIREMENT (CONTENTS)

a) The provision for an increased ***excess*** in special requirement 1 (minimum standard of physical security) of the Contents section is deleted.
b) ***You*** are required, as a condition precedent to ***our*** liability under the Contents section, to comply with the minimum standard of physical security required in special requirement 1 (minimum standard of physical security). If ***you*** fail to comply and such failure caused, or increased the amount of, the loss for ***damage*** by theft or attempted theft then ***we*** will not pay for any ***claim*** arising.

636 DELETION OF MINIMUM SECURITY REQUIREMENT (CONTENTS)

Under the Contents section, special requirement 1 (minimum standard of physical security) is deleted and the only ***excess*** under event 4 (theft or attempted theft) is the amount shown in the schedule.

Endorsements

648 TERRORISM COVER

WHAT IS COVERED

a) CERTIFICATED ACTS
The cover provided by any operative section of the policy insuring ***damage*** to ***your*** property extends to include ***damage*** caused by ***terrorist activities*** to property insured insofar and to the extent that it is situated in England, Wales or Scotland, but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987.

Any provisions within the policy for any Long Term Undertaking or Agreement do not apply to this extension.

If ***we*** allege that any ***damage*** resulting from ***terrorist activities*** is not covered, the burden of proving the contrary shall be upon ***you***.

The general exclusions of this policy do not apply to cover for ***terrorist activities*** except as detailed under WHAT IS NOT COVERED.

WHAT IS NOT COVERED

Damage:
a) in respect of any property (other than a block of flats) which is insured in the name of a private individual and is occupied by that individual for residential purposes
b) caused by riot and civil commotion
c) as defined in General Exclusions:
   i. 2 War Risks
   ii. 5 Terrorism
   iii. 6 Northern Ireland
   iv. 11 Electronic Risks.

SPECIAL NOTE (not forming part of the policy wording):
1. The above extension covers your property (and, if insured, subsequent business interruption) against only those terrorist acts which are certified by HM Treasury as an 'Act of Terrorism' i.e. acts committed by or on behalf of organisations attempting to overthrow or influence the government by force or violence. It does not provide cover for all terrorism as defined in the terrorism exclusion applying to the whole policy.

b) NON-CERTIFICATED ACTS
In the event that
- HM Treasury refuse to issue a certificate certifying an event or occurrence to have been an 'Act of Terrorism', and
- ***we*** obtain a written ruling from a validly constituted Tribunal upholding the decision to refuse issue of the said certificate

then the insurance provided by this extension of the policy solely in respect of such event or occurrence is amended as follows:

- General Exclusion 5 Terrorism shall not apply to ***damage*** covered by this extension but only insofar and to the extent that the property insured is situated in England, Wales or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987
- cover for ***terrorist activities*** shall not apply.

If ***we*** allege that any ***damage*** is not covered by this extension because cover for non-certificated acts does not apply, the burden of proving that such ***damage*** is covered shall be upon ***you***.

1. All exclusions stated under:
a) WHAT IS NOT COVERED under the appropriate operative section of the policy
b) the General Exclusions to the policy.
2. ***Damage*** directly or indirectly caused by, contributed to, resulting from or arising out of or in connection with biological, chemical or nuclear pollution or contamination.

Claims settlement for Terrorism Cover extension

LIMITS
The most ***we*** will pay for any ***claim*** is:
- the sum insured shown in the schedule for ***your damaged*** property and ***your*** business interruption
- as otherwise detailed in the basis of claims settlement for the relevant section.

Ansvar Insurance
Ansvar House, St. Leonards Road
Eastbourne, East Sussex, BN21 3UR

Tel: 0845 60 20 999 or 01323 737541
Fax: 01323 644082
Email: ansvar.insurance@ansvar.co.uk
www.ansvar.co.uk

Business division of:
Ecclesiastical Insurance Office plc
Registered Office: Beaufort House,
Brunswick Road, Gloucester, GL1 1JZ
Registered No. 24869 England

Member of:
Association of British Insurers
Financial Ombudsman Service

Ansvar is a trading name of Ecclesiastical Insurance Office who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. This can be checked on the Financial Services Register at:

www.fca.org.uk/register/

Tel: 0800 111 6768

All content © Ecclesiastical Insurance Office plc 2014
UW111(PY) 01/14 (OFP)

ansvar
Insuring the heart of your community

The paper used for this document is sourced from sustainable forests and is Elemental Chlorine Free. Fully recyclable and biodegradable