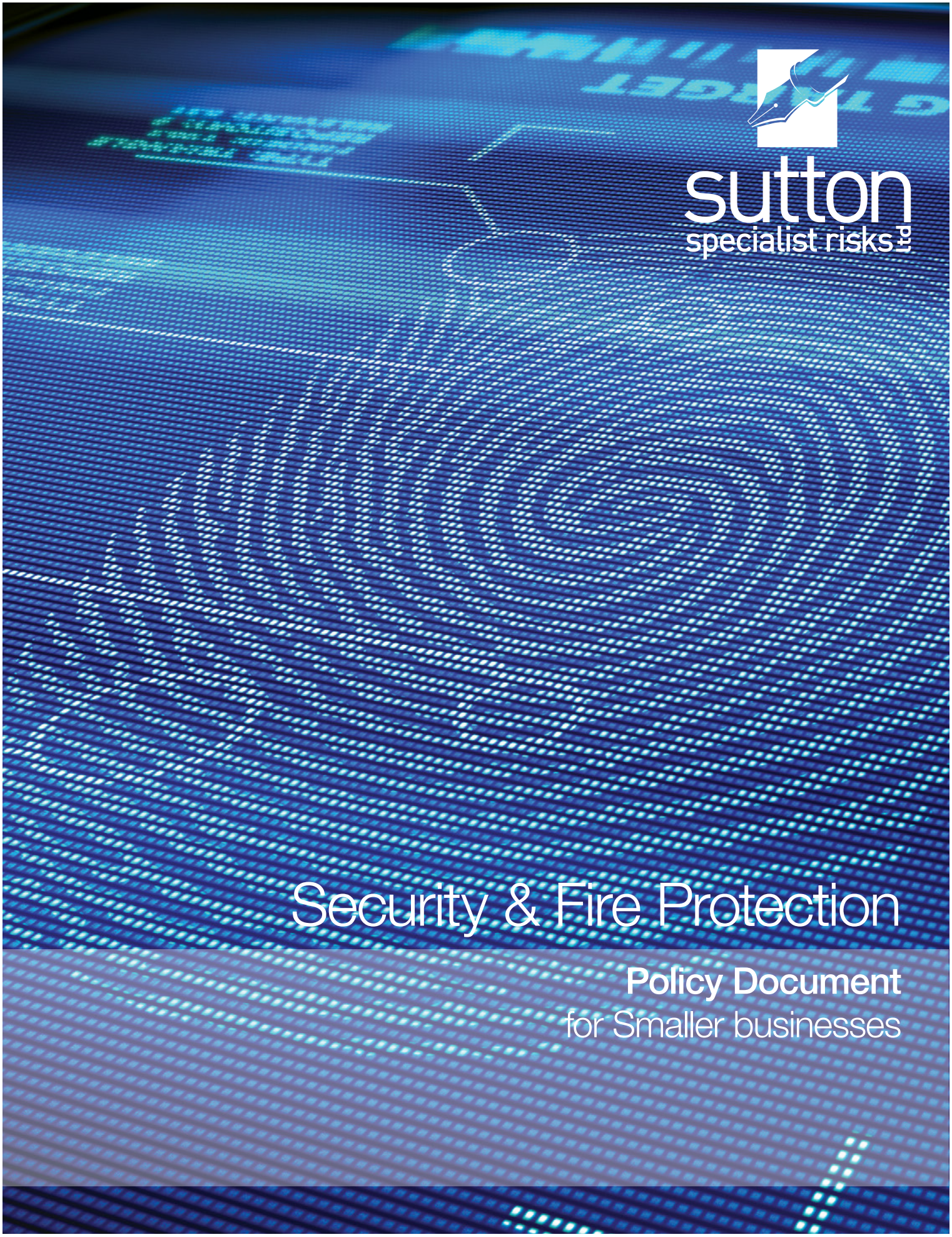

sutton specialist risks ltd

Security & Fire Protection

Policy Document
for Smaller businesses

Underwritten by

QBE

ssr.co.uk

Underwritten by QBE Insurance (Europe) Limited

This policy has been exclusively arranged by:

SUTTON SPECIALIST RISKS LTD

Bull Wharf, Redcliff Street
Bristol
BS1 6QR

Telephone: 0117 930 0100
Facsimile: 0117 927 9200

email: info@ssr.co.uk website: www.ssr.co.uk

Authorised and regulated by the Financial Conduct Authority Registration Number 306946

This policy has been issued through Sutton Specialist Risks Limited and any claims or underwriting queries should be forwarded to them at the above address.

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The Agreement

1 Parties to this agreement

This policy is between ***you*** and ***us*** as declared in the schedule. This document, together with its schedule and any attached endorsements is the policy which sets out this insurance. It is a legal contract so please read all of it carefully. Please refer to ***your*** schedule for confirmation of the level of cover ***you*** have chosen. If no Section heading appears in the schedule or the phrase 'Not Insured' is shown against that heading ***you*** have no cover under that Section.

We have relied upon the information ***you*** have provided and/or information agreed between ***you*** and ***us*** by way of a ***proposal from***, ***statement of fact*** or otherwise. This information has been used by ***us*** to assess the terms and premium for this contract of insurance.

It is very important that the information remains up to date and is correct – if it is not then ***we*** may not pay ***your*** claim, ***we*** may void ***your*** policy or impose additional conditions and charge and additional premium.

2 Words in bold italics

Words in ***bold italics*** typeface used in this policy document, other than in the headings, have specific meanings attached to them as set out in the General definitions and Section definitions.

This policy has been signed on the date of issue stated in the original schedule.

Signed on behalf of QBE Insurance (Europe) Limited

Richard Pryce, Chief Executive Officer

Important Note

The Section Professional Indemnity is covered on a 'claims made basis'. This means that the claim must be brought against ***you*** during the ***period of insurance***.

Further the territorial limitations will change from Section to Section. In general you are not covered on a worldwide basis. Please read each Section to ensure that the territorial limits and indeed all other cover restrictions are acceptable. If **you** have any questions please contact Sutton Specialist Risks Limited.

General Definitions

Certain words and expressions in the policy have been defined in a particular way and have the same meaning wherever they appear. These General definitions apply throughout the policy and definitions applicable only to certain Sections appear at the beginning of the Section to which they relate. The defined words and expressions are shown in ***bold italics***.

Where the context so admits or requires, words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed so as to include any individual, company, partnership or any other legal entity. References to a statute, regulation, codes or practice or trade terms of contract will be construed to include all its amendments or replacements. All headings within the policy are included for convenience only and will not form part of this policy.

1 Airside

Airside means that part of any aerodrome, airfield, airport or military installation provided for:

1.1 the take-off and landing of aircraft and aerial devices or the movement of aircraft and aerial devices on the ground; and

1.2 aircraft parking, including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars.

2 Bodily injury

2.1 Under all Sections apart from Property All risks, Legal Expenses and Personal Accident - bodily injury means death, disease, illness, physical and mental injury of or to an individual; but

2.2 Under Section Property All risks and Section - Personal Accident - bodily injury means bodily injury whether fatal or otherwise caused by:

2.2.1 ***accidental*** violent and external means;

2.2.2 ***accidental*** drowning;

2.2.3 ***accidental*** poisoning;

2.2.4 ***accidental*** gassing;

2.2.5 exposure; but

2.3 Under Section – Legal Expenses - bodily injury means death or injury caused by a specific or sudden accident.

3 Breakdown

Breakdown means mechanical or electrical breakdown, failure and/or derangement.

4 Business

Business means ***your*** activities as stated in the schedule and including:

4.1 provision and management of canteens, sports, social and welfare and medical organisations for the benefit of ***your employees*** and/or their pensioners, sponsorships, medical, dental, nursing, first aid, fire, rescue and ambulance services, principally in connection with but not limited to ***your*** operations;

4.2 provision of security services for ***your*** benefit;

4.3 provision of nursery, crèche or child care facilities where incidental to the ***business;***

4.4 provision of educational facilities for ***your*** benefit;

4.5 property owners, lessors and lessees including repair refurbishment and maintenance of such property;

4.6 organisation of and participation in exhibitions, trade fairs, conferences and the like;

4.7 private work undertaken by any ***employee*** for any of ***your*** fellow ***employees,*** directors or partners or executives;

4.8 employment of subcontractors for performance of work on ***your*** behalf;

4.9 the organisation of charitable events or similar fund raising activities;

4.10 sponsorship of events, organisations, entities and individuals;

4.11 repair, maintenance and servicing of ***your*** own mechanically propelled vehicles;

4.12 sale or disposal of ***your*** own property and goods, including mechanically propelled vehicles owned by ***you;***

4.13 provision of gifts and promotional material incidental to the ***business***.

5 Business hours

Business hours means daily working hours between 09.00 am and 18.00pm.

6 Circumstance(s)

Circumstance(s) means an incident, occurrence, dispute, fact, matter, act or omission that is likely to give rise to a ***claim*** or claim under this Section.

7 Claim

7.1 For Section Professional indemnity claim means:

7.1.1 the receipt by ***you*** of any written or verbal notice of demand for compensation made by a third party against ***you***; or

7.1.2 any writ, statement of claim, claim form, summons, application or other originating legal or arbitral process whether civil or criminal, cross-claim, counterclaim or third or similar party notice served upon ***you***; or

7.1.3 any notice of intention, whether orally or in writing, to commence legal proceedings against ***you***;

and all loss, liability, expenses, and costs resulting from:

a) one and the same act error or omission; or

b) a series of acts errors or omissions arising out of or attributable to the same originating cause, source or event; or

c) the acts errors or omissions of one person or persons acting together or in which such person or persons is/are concerned or implicated;

shall jointly constitute one claim under this policy, and only one ***excess*** shall be applicable in respect of such claim.

8 Damage

Damage means:

8.1 loss of, destruction of or damage to tangible property; and / or

8.2 for Section – Public and Products Liability loss of use of tangible property that has been lost destroyed or damaged.

9 Defence costs

Defence costs means:

9.1 costs (other than claimant costs recoverable from ***you*** or any other insured party) incurred at ***your*** request, with ***our*** prior consent in the investigation, adjustment, appraisal, defence or settlement of an insured event, including expert, legal, appeal and defence costs;

9.2 costs and expenses incurred by ***you*** in pre-trial and case reviews;

9.3 pre-judgment interest awarded against ***you*** on that part of any judgment covered under this policy but where ***we*** offer to pay the ***limit of indemnity*** in settlement of a claim or suit, ***we*** will not pay any pre-judgment interest imposed or accruing after the date of such offer;

9.4 all interest accruing on that part of any judgment within the ***limit of indemnity*** after entry of the judgment and before ***we*** have paid, offered to pay or deposited in court that part of any judgment that is within the applicable ***limit of indemnity***;

9.5 the cost of attendance in court as a witness at ***our*** request, payable at the following rates per day on which attendance is required:

9.5.1 any or ***your*** directors or partners - GBP500;

9.5.2 any other insured party - GBP250;

9.6 costs incurred at ***your*** request, with ***our*** prior consent of legal representation at any coroner's inquest or inquiry in respect of any death which may be the subject of indemnity under this policy.

10 Denial of service attack

Denial of service attack means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. 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.

11 Employee(s)

11.1 For all Sections except Professional Indemnity and Legal Expenses, employee means any person whilst:

11.1.1 engaged under a contract of service or apprenticeship with ***you***;

11.1.2 acting in the capacity of ***your*** non-executive director;

11.1.3 not under a contract of service or apprenticeship who is, at ***your*** requirement, supplied to, hired or borrowed by ***you*** in the course of the ***business*** and under ***your*** control, including but not limited to:

a) persons on secondment from another company that is not an insured party under this policy;

b) labour masters or persons supplied by them;

c) labour only sub-contractors;

d) self-employed persons;

e) drivers or operators of hired-in plant;

f) persons engaged under work experience, training, study, exchange or similar schemes;

g) any officer or member of the organisations or services stated in the ***business***;

h) voluntary workers, helpers and instructors;

i) persons working under the Community Offenders Act 1978, the Community Offenders (Scotland) Act 1978 or similar legislation;

j) employee(s) elected on any industry users committee;

k) prospective employees who are being assessed by ***you*** as to their suitability for employment;

l) outworkers or home workers employed under contracts to personally execute any work in connection with the ***business*** whilst they are engaged in that work;

m) any other person defined under Sections 32-(1), 35-(2) and 54-(3)(b)of the National Minimum Wage Act 1998;

n) any person a Court of Law in the ***United Kingdom*** deems to be an employee;

provided that ***you*** can always request that any such person is not treated as an employee.

11.2 But for Section – Professional indemnity only employee(s) means any person including trainees and apprentices acting under a contract of service with ***you*** including ***your*** past and future directors.

11.3 But for Section – legal Expenses employee means any person including trainees and apprentices acting under a contract of service with ***you***.

12 Event

Event means a single loss or series of losses arising out of and directly occasioned by a single common cause. However, the duration and extent of any single event shall be limited to:

12.1 seventy-two (72) consecutive hours as regards earthquake, ***flood,*** or ***storm***;

12.2 seventy-two (72) consecutive hours and within the limits of one (1) borough, city, town or village as regards riot, civil commotion, malicious damage and vandalism.
You may choose when any of the periods commence and if the common cause is of greater duration than the above periods, ***you*** may decide to divide that common cause into two (2) or more occurrences provided that no two (2) periods overlap.

Should any such seventy-two (72) consecutive hour period extend beyond the expiry or cancellation date, ***we*** shall be liable as if such period had fallen entirely within the ***period of insurance*** of the ***policy.***

13 Excess

Excess means the first amount that ***you*** must pay of each and every occurrence or ***insured event*** but for cover by Section - Professional Indemnity excess means the first amount that you must pay of each and every ***claim*** including ***defence costs***.

The excess does not erode any ***limit of indemnity, limit of liability*** or any ***sub-limit***.

Where an express amount, being the first amount payable by ***you***, is stated in any clause to this policy or to ***your*** schedule then this amount will replace the Section general excess in respect of each and every occurrence, ***insured event*** or ***claim*** as applicable.

14 Flood

Flood shall mean the escape of water from its normal, natural or artificial confines (other than tanks, apparatus or pipes) or inundation from the sea, including rising water, surface water or waves; tidal waves or tidal water; overflow of streams, rivers lakes, ponds, or other bodies of water; spray from any of the foregoing; all whether driven by wind or not, but excluding earthquake and ***storm***. But damage by fire, explosion or sprinkler leakage resulting from flood is not considered to be flood.

15 Insured event

Insured event means an event that is not excluded in the Exclusions applying to Sections – Property All Risks; Business Interruption All Risk or Contract Works.

16 Insured person

Insured person means the ***insured*** and ***your*** directors, partners, managers and employees.

17 Money

Money means and includes:

17.1 **Negotiable money**
Negotiable money means cash bank and currency notes uncrossed cheques giro cheques including pre-authenticated giro cheques uncrossed warrants uncrossed postal and money orders current postage and revenue stamps National Savings stamps and certificates holiday with pay stamps and gift tokens National Insurance stamps (whether affixed to cards or not) debit card sales vouchers trading stamps luncheon vouchers and bills of exchange

securities for money travel warrants and authenticated travel tickets phonecards and mobile telephone vouchers for ***your*** use or the use of any partner director or any of ***your employees*** in connection with ***your business*** consumer redemption vouchers and company sales vouchers and unexpired units in franking machines all belonging to you or for which ***you*** have accepted responsibility.

17.2 **Non-negotiable money**
Non-negotiable money means crossed warrants crossed cheques crossed giro drafts crossed postal and money orders crossed bankers' drafts crossed National Girobank cash cheques premium bonds savings bonds stamped National Insurance cards National Savings Certificates VAT purchase invoices and credit card sales vouchers all belonging to ***you*** or for which ***you*** have accepted responsibility.

18 North America

North America means the United States of America or Canada or any territory within their jurisdiction.

19 Nuclear hazards

Nuclear hazards means:

19.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

19.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

20 Offshore

Offshore means:

20.1 work in or on any offshore rig or platform or support or accommodation vessel for any offshore rig or platform; and / or

20.2 in transit to and from or between any offshore rig or platform or support or accommodation vessel for any offshore rig or platform from the time of embarkation onto a conveyance at the point of final departure to an offshore rig or platform until disembarkation from the conveyance onto land upon return from an offshore rig or platform.

21 Period of insurance

Period of insurance means the period shown as such on the schedule which time is taken as Greenwich Mean Time unless otherwise stated.

22 Permanent total disablement

Permanent total disablement means irrecoverable disablement arising from ***bodily injury*** which permanently and totally incapacitates the ***insured person*** for a continuous period of twelve (12) months, and that as a result of the ***bodily injury*** the ***insured person*** is medically determined to ***our*** satisfaction to have no likelihood of improvement sufficient to participate in any and every occupation ever again.

23 Premises

Premises means those premises or part of any premises owned, leased or rented by ***you*** for the purposes of the ***business***.

24 Property insured

Property insured means tangible property described in the schedule to this policy that includes a specific ***sum insured*** or ***limit of liability*** against each or all of them and which is more specifically defined.

25 Proposal

Proposal means any information supplied by or on ***your*** behalf, deemed to be a ***statement of fact***, a completed proposal form; any other questionnaire or relevant information that the ***we*** may require.

26 Retroactive date

Retroactive date means:

26.1 the date of first day of this ***period of insurance***; or

26.2 if earlier, the inception date of proven continuous unbroken insurance cover held and for the relative cover or extension.

27 Statement of fact

Statement of fact means the document ***we*** send to ***you*** that records all the information supplied to ***us*** by or on ***your*** behalf for the assessment of ***your*** eligibility for this insurance and its terms including the premium applicable to this policy.

28 Storm

Storm shall mean storm, windstorm, hurricane, tornado, tempest, cyclone and typhoon including ensuing ***damage*** caused by water that backs up from a sewer or drain as a direct result thereof, but excluding ***flood*** and earthquake;

29 Sub-limit of liability /Sub-limit of indemnity /Sub-limit

Sub-limit of liability/ Sub-limit of indemnity/ Sub-limit means the maximum liability payable under a specified section, clause, endorsement or other part of this policy and is deemed to be part of and not in addition to the ***limit liability, limit of indemnity*** or ***sum insured*** unless expressly stated otherwise.

30 Sum insured

Sum insured means the sum specified as the sum insured in the schedule and is the ***our*** maximum liability for losses relating to the listed item.

31 Terrorism

31.1 For Sections - Property All Risks, Business Interruption All Risks and Contract Works and for all territories other than England, Wales and Scotland:
Terrorism means an act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

31.1.1 endangers life other than that of the person committing the action; or

31.1.2 involves violence against one or more persons; or

31.1.3 involves damage to property; or

31.1.4 creates a risk to health or safety of the public or a section of the public; or

31.1.5 is designed to interfere with or to disrupt an electronic system.

31.2 For Sections - Property All Risks, Business Interruption All Risks and Contract Works and for England, Wales and Scotland:
Terrorism means any act of any 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, or Her Majesty's government in the United Kingdom or any other government de jure or de facto.

31.3 For Sections – Employers' Liability, Public and Products Liability, Professional Indemnity, Legal Expenses:
Terrorism means an activity that involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof and appears to be intended to:

31.3.1 intimidate or coerce a civilian population; or

31.3.2 disrupt any segment of the economy of a government de jure or de facto, state, or country; or

31.3.3 overthrow, influence, or affect the conduct or policy of any government de jure or de facto by intimidation or coercion; or

31.3.4 affect the conduct or policy of any government de jure or de facto by mass destruction, assassination, kidnapping or hostage-taking.

31.4 For Sections – Personal Accident:
Terrorism means an act including but not limited to:

31.4.1 nuclear, ***chemical*** or ***biological*** terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, and/or

31.4.2 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 or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

32 United Kingdom

United Kingdom means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

33 Virus or similar mechanism

Virus or similar mechanism means program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs.

34 War

War means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power, nationalisation, requisition, sequestration or confiscation by order of any public authority or government de jure or de facto or martial law but not including ***terrorism***

35 We/us/our/QBE

35.1 **For all Sections except for Section - Legal Expenses**
We/us/our/QBE means QBE Insurance (Europe) Limited whose Head Office and registered address is:

Plantation Place, 30 Fenchurch Street, London, EC3M 3BD. tel: 020 7105 4000 fax: 020 7105 4019. Registered in England No. 1761561. Home State - United Kingdom. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority; registration number 202842.

35.2 **For Section – Legal Expenses**
We/us/our/QBE means DAS Legal Expenses Insurance Company Limited, whose Head Office and registered address is:

DAS House, Quay Side, Temple Back, Bristol BS1 6NH. tel: 0117 934 2000 fax: 0117 934 2109 Home State - United Kingdom. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority; registration Number 202106.

36 You/your/the Insured

You/your/the insured means the company, person or people shown as the insured in the schedule including your legal or personal representatives in respect of legal liability incurred on your behalf.

Definitions to Employers' Liability Section

1 Limit of Indemnity

Limit of Indemnity means the sum stated in the schedule that is the maximum amount payable by ***us*** in respect of:

1.1 any one claim against ***you*** or series of claims against ***you***; and

1.2 any claim or series of claims made by ***you*** under this Section of the policy;
arising out of one occurrence.

The indemnity provided by the Standard Clauses or any other amendment to this Section shall not operate so as to increase the maximum amount payable in respect of claims arising out of one occurrence.

Employers' liability

1 Cover

We agree to indemnify ***you*** for all sums that you will become legally liable to pay as damages, including claimant costs recoverable from ***you***, arising out of ***bodily injury*** caused during the ***period of insurance*** and sustained by an ***employee*** in the course of employment by ***you*** in the ***business,*** except that where such employment is undertaken outside the ***United Kingdom***:

1.1 the ***employee*** must be intending to return to the ***United Kingdom*** following completion of the temporary overseas employment; and

1.2 the temporary overseas employment outside the ***United Kingdom*** is not intended or planned to exceed twelve (12) months duration.

2 Defence costs

Following any event which is or may be the subject of indemnity under this Section, whether or not ***bodily injury*** has occurred, ***we*** agree to indemnify ***you*** for ***defence costs*** but such ***defence costs*** form part of the ***limit of indemnity*** and do not increase the ***limit of indemnity***.

Standard Clauses

1 Conflict of interest

In the event of a conflict of interest between ***you*** and any ***employee*** indemnified by this Section separate representation will be arranged for each party.

2 Contractual liability

2.1 Where any contract or agreement entered into by ***you*** so requires ***we*** will indemnify ***you*** against liability arising in connection with and assumed by ***you*** by virtue of such contract or agreement but only so far as concerns liability as defined in this Section to ***your employees*** provided that the terms and conditions of this insurance will apply as far may be practicable and provided that:

2.2 ***we*** are not liable in respect of

2.2.1 any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

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

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

2.2.2 any legal liability for liquidated damages fines or penalties.

2.3 Further, ***we*** will waive our rights of subrogation against any specified party as required by the contract or agreement.

3 Data Protection Act 1998

3.1 ***We*** will pay:

3.1.1 compensation including ***defence costs*** that ***you***, or at ***your*** request ***your employee*** become responsible to pay at law following damage or distress and arising out of a claim under section 13 of Part II of the Data Protection Act 1998; or

3.1.2 ***defence costs*** in relation to a prosecution brought under section 21 of Part III of the Act concerning a claim by any ***employee***.

3.2 But for this extension to apply:

3.2.1 ***you*** must have registered in accordance with the Act; and

3.2.2 a claim must be first made against ***you*** or ***your employee*** during the ***period of insurance***.

3.3 But this Standard clause does not cover and ***we*** will not pay:

3.3.1 fines or penalties of any kind;

3.3.2 for the replacing, reinstating, rectifying or erasing of any personal data;

3.3.3 compensation resulting from a deliberate or intentional act or in respect of an omission by ***you*** or ***your employee***, the effect of which will knowingly result in a compensation claim under the Act;

3.3.4 claims which arise out of circumstances notified to previous insurers or known to ***you*** at inception of this Section;

3.3.5 the first ten (10) per cent of the claim or GBP500 whichever is the greater;

3.3.6 an amount including ***defence costs*** exceeding ***your limit of indemnity;***

3.3.7 compensation or ***defence costs*** recoverable from any other insurance or in any other way.

3.4 The cover and exceptions will apply to compensation and ***defence costs*** recoverable under similar clauses in the Data Protection Act 1984.

4 Employees' business liability

If required this Section will indemnify any ***employee*** in respect of a claim made against that ***employee***, which would have constituted a valid claim under this Section had the claim been made against ***you***.

5 Employers' Liability (Compulsory Insurance) Act 1969

The indemnity granted by this Section is deemed to be in accordance with the provisions of the Employers' Liability (Compulsory Insurance) Act 1969 and the Employers' Liability (Compulsory Insurance) Regulations 1998 or any subsequent amendment or re-enactment or similar legislation applying to Northern Ireland, the Isle of Man or the Channel Islands.

However, ***you*** shall repay to ***us*** all sums paid by ***us*** which ***we*** would not have been liable to pay but for the provision of such legislation.

6 Indemnity to other parties

We will if you so require also indemnify as if they were the ***insured***:

6.1 any of ***your*** directors, partners, ***employees*** or former ***employees.***

6.2 any of ***your*** officers, members' committee and / or employee paid and voluntary helpers of:

6.2.1 canteen and welfare organisations;

6.2.2 nursery, crèche or child care facilities;

6.2.3 sports and social organisations;

in their respective capacities as such.

6.3 any of ***your*** officers and members of:

6.3.1 security, rescue, first aid, fire and ambulance services;

6.3.2 medical organisation;

in their respective capacities as such.

6.4 any of ***your*** directors or partners or executives in respect of private work undertaken by any of ***your employees*** for directors, partners or executives;

6.5 any principal or any other party to the extent required by contract.

6.6 any officers or trustees of your pension scheme(s).

6.7 any other party not described above for whom you wish to accept responsibility to insure or to provide an indemnity.
but ***we*** will not provide an indemnity:

6.8 unless ***we*** have the sole conduct and control of any claim;

6.9 where the other person is indemnified under any other insurance or in any other way.

Provided that where ***we*** agree to indemnify more than one party then nothing in this Section shall increase our liability to pay any amount in respect of one claim or series of claims arising out of any one cause in excess of the amount stated as the ***limit of indemnity***.

7 Injuries to partners

In respect of ***bodily injury*** sustained by any partner named in the schedule we will, for the purpose of this policy, deem that person to be an ***employee***, provided that ***we*** are only liable under this extension where:

7.1 the injuries are sustained whilst that person is working in connection with the ***business***;

7.2 the injuries are caused by another partner or employee whilst working in the ***business***;

7.3 the injured partner has a valid right of action in negligence against the partner or ***employee*** responsible for such injury.

8 Medical treatment

This Section extends to indemnify ***you*** and any medical doctor or dentist employed by ***you*** in respect of liability to any person under a contract of service or apprenticeship with ***you*** resulting from treatment given provided that:

8.1 any such doctor or dentist shall as though they were ***you*** be subject to the terms of this policy so far as they can apply; and

8.2 ***we*** will not provide an indemnity where any such doctor or dentist is indemnified under any other insurance or in any other way.

9 Statutory defence costs including Health and Safety at Work, etc. Act 1974

We will, with our prior consent which consent will not be unreasonably withheld, indemnify ***you*** and if required, any ***employee*** in respect of legal **defence costs** incurred in defending:

9.1 any alleged breach of statutory duty (including any prosecution brought under sections 2 to 8 of the Health and Safety at Work etc. Act 1974, Health and Safety at Work (Northern Ireland) Order 1978 or similar legislation in the Isle of Man or the Channel Islands) or criminal proceedings brought; and/or

9.2 allegations (whether under common law or statute) of manslaughter, corporate manslaughter or corporate homicide made against ***you*** or any ***employee***;
provided that the prosecution or proceedings relate to:

9.3 an offence alleged to have been committed during the ***period of insurance*** and in the course of the ***business***;

9.4 ***bodily injury*** to, or potential insured claim for ***bodily injury*** to, ***employees*** including their health, safety and welfare;
and, ***we*** will also pay to ***you:***

9.5 ***defence costs*** of appeal including appeal against improvement and prohibition notices incurred with ***our*** written consent which consent will not be unreasonably withheld;

9.6 prosecution costs awarded against ***you***;
but the indemnity by this clause excludes and does not cover:

9.7 circumstances where ***you*** or any ***employee*** are entitled to indemnity by any other legal expenses, motor or employment protection policy;

9.8 in respect of allegations of manslaughter, corporate manslaughter or corporate homicide, any amount in excess of the ***sub-limit of indemnity*** of GBP1,000,000 any one claim or series of claims arising out of the same prosecution or proceedings.

10 Unsatisfied court judgments

If an ***employee*** sustains ***bodily injury*** caused during the ***period of insurance***, arising out of and in the course of employment by ***you*** for which a third party is legally liable and the ***employee***:

10.1 is unable to enforce a judgement for damages against the third party, either in part or in whole within six (6) months of the date of the judgment, ***we*** will if required, indemnify the ***employee*** up to the amount of the adjudged damages and any awarded costs to the extent that they remain unsatisfied, provided that:

10.1.1 this extension only applies to judgments made in a Court of Law outside ***North America***;

10.1.2 there is no appeal outstanding;

10.1.3 the ***employee*** in return for the payment assigns his judgment to ***us***.

10.2 is unable to institute or serve proceedings for damages against the third party within a reasonable period of time, or at all, ***we*** will if required pay the ***employee*** an amount equivalent to the sum which would reasonably be expected to be recovered in proceedings for damages in a Court of Law outside ***North America*** provided that the ***employee***:

10.2.1 assigns to ***us*** his legal rights granted from such proceedings or judgment;

10.2.2 provides all reasonable assistance that ***we*** may require should it become possible to pursue the action.

All costs reasonably incurred by the ***employee*** in compliance with this requirement will be reimbursed by ***us***.

Any dispute arising out of this clause will be resolved by reference to an independent arbitrator acceptable to both the ***employee*** and ***us***, who will be a practising solicitor experienced in personal injury claims and whose decision will be final.

11 Tracing office database

Where ***we*** provide an indemnity under the Employers' Liability (Compulsory Insurance) Regulations 1998, ***we*** are required by regulation to maintain a database of all the companies and subsidiary companies covered by such insurance. ***We*** support and will add details of all company names to the Employers' Liability Tracing Office database.

Accordingly, it is a condition of this insurance that ***you*** undertake to supply full details (as required by the Employers' Liability Tracing Office) of the company and all subsidiary companies to ***us*** at inception of this policy and promptly thereafter following acquisition or disposal of any subsidiary company.

12 Waiver of subrogation against subsidiaries

In the event of any ***employee*** sustaining ***bodily injury*** arising out of and in the course of employment with ***you*** due to the negligence of ***your*** subsidiary and at ***your*** request, ***we*** agree to waive rights of subrogation against ***your*** subsidiary company.

13 War and terrorism

The insurance under this Section is extended to cover liability to an ***employee*** arising from or caused by an act of war or terrorism provided that the ***sub-limit of indemnity*** under this clause will not exceed GBP5,000,000 in respect of:

13.1 any one claim against ***you*** or series of claims against ***you;*** and

13.2 any claim or series of claims made by ***you*** under this Section;

arising out of one occurrence.

Exclusions

1 Fees for intervention

This Section excludes and does not cover any payments raised under the Health and Safety (Fees) Regulations 2012 relating to 'fees for intervention'

2 Hazardous activities

This Section excludes liability for ***bodily injury*** or liability directly or indirectly caused by or arising from work:

2.1 at height where the drop exceeds sixteen (16) metres;

2.2 involving the use of ropes, slings or cradles;

2.3 undertaken by ***you*** or anyone else connected with the ***business*** on or at any premises or structures used in connection with the production, processing, transportation or storage of gas, oil, petrol or chemicals (other than retail garages, shops or offices)

2.4 undertaken by ***you*** or anyone else connected with the ***business***:

2.4.1 ***offshore***;

2.4.2 on sites located ***airside***;

2.4.3 on, alongside or within 5 meters of any railway tracks that are open and not separated from the work by an unbroken brick wall or metal fencing except that this exclusion shall not apply to work on public railway stations;

2.4.4 on the site of any nuclear installation or establishment except that this exclusion does not apply to work in offices at a nuclear site.

3 North American jurisdiction

This Section excludes liability for payment of any judgment, award, payment or settlement made (or to any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part) within countries which operate under the laws of ***North America***.

4 Road traffic legislation

This Section excludes liability for ***bodily injury*** sustained by an ***employee*** when the ***employee*** is:

4.1 being carried in or upon a vehicle; or

4.2 entering or getting into or alighting from a vehicle;

in circumstances where insurance or security is required to be effected by ***you*** to comply with the Road Traffic Acts as amended by The Motor Vehicles (Compulsory Insurance) Regulations 1992 or any alteration to such Regulations or any similar legislation applying to Northern Ireland, the Isle of Man or the Channel Islands or to any other territory consequent on the Third Council Directive 90/232/EEC of 14/05/1990 or consequent on any other legislation relating to insurance against civil liability in respect of the use of motor vehicles.

5 War and terrorism

This Section excludes liability for all actual or alleged losses, liabilities, damages, injuries, defence costs directly or indirectly arising out of, contributed to or by, caused by, resulting from or in connection with ***war*** or ***terrorism*** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also excludes from coverage all actual or alleged losses, liabilities, damages, injuries, defence costs or expense(s) directly arising out of, contributed to or by, caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to ***war*** or ***terrorism***.

Provided that this exclusion shall not apply in respect of and to the extent of the indemnity provided by Standard Clause – War and terrorism to this Section.

If ***we*** allege that by reason of this exclusion any actual or alleged losses, liabilities, damages, injuries, defence costs are not covered by this Section the burden of proving the contrary shall be upon ***you.***

In the event that any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

6 Workman's compensation or social security payment

This Section excludes liability for any claims arising out of ***bodily injury*** that are payable by reason of any workman's compensation scheme, social security scheme or similar insurance scheme arising in connection with, from or due to employment but this exclusion will not apply to payments required to be made to the Compensation Recovery Unit or its successor.

Definitions to Public and Products Liability Section

1 Advertising injury

Advertising injury means:

1.1 oral, broadcast, telecast or written publication of material that slanders or libels a person or disparages a person's goods, products or services;

1.2 oral, broadcast, telecast or written publication of material that violates an individual's right of privacy;

1.3 misappropriation of advertising ideas or style of doing business;

1.4 infringement of copyrighted advertising materials, titles or slogans;

in the course of advertising ***your*** goods, ***products*** or services.

2 Denial of access

Denial of access means nuisance, trespass or interference with any easement, right of air, light, water or way.

3 Inefficacy

Inefficacy means the failure of any ***product*** to perform the function for which it was manufactured, supplied, leased, installed, commissioned, erected, altered, tested, repaired, treated, or serviced by ***you*** or on ***your*** behalf or the failure to provide ***services*** by ***you*** in the normal course of ***your business***.

4 Key(s)

Key(s) means customers' keys, electronic pass cards, key cards and similar security devices.

5 Legionella

Legionella means any discharge release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like.

6 Liability

Liability means legal liability to pay damages including interest and claimant costs recoverable from ***you*** in respect of or as a result of:

6.1 accidental ***bodily injury*** to any person other than an ***employee***;

6.2 accidental damage caused by ***you*** or ***your employees*** or sub-contractors to property other than property belonging to ***you*** or in ***your*** custody, possession or control;

6.3 accidental damage or ***bodily injury*** caused by deliberate acts of ***your employees*** or sub-contractors;

6.4 accidental ***personal injury***;

6.5 accidental ***advertising injury;***

6.6 accidental ***denial of access***;

occurring during the period of insurance in connection with any occurrence which is or may be the subject of indemnity under this Section.

7 Limit of Indemnity

Limit of Indemnity means the limit of indemnity as stated in the schedule:

7.1 in total during any one ***period of insurance*** in respect of claims arising from ***products*** (whether or not involving pollution or contamination);

7.2 in total during any one ***period of insurance*** in respect of other claims arising from pollution or contamination of buildings or other structures or of water or land or the atmosphere and all damage or injury, directly or indirectly caused by such pollution or contamination;

7.3 any one occurrence (irrespective of the number of claims caused as a result) for all other claims, including claims arising from ***services.***

The indemnity provided by the Standard Clauses or any other amendment to this Section shall not operate so as to increase the maximum payable above the limit of indemnity stated in the schedule plus additional ***defence costs***.

8 Mainframe computer suite

Mainframe computer suite means computer mainframe processors and associated servers, power generators, data storage systems and the like, any or all of which are within a building, outbuilding, room or area, whether or not purpose built with air conditioning, fire extinguishing systems and restricted access, where ***damage*** to or interference with any part thereof can result in interruption to the operation of any related computer network.

9 Personal injury

Personal injury means harm other than ***advertising injury*** or ***bodily injury*** arising out of one or more of the following offences committed in the course of the ***business:***

9.1 false arrest;

9.2 detention or imprisonment;

9.3 malicious prosecution;

9.4 wrongful entry into, or eviction of a person from a room, dwelling or premises that the person occupies;

9.5 invasion of right of privacy;

9.6 libel, slander, defamation or mis-statement.

10 Preventative costs

Preventative costs means sums that you are liable to pay for prevention of imminent threat of environmental damage as provided for in any ***United Kingdom*** law implementing The Environmental Damage (Prevention and Remediation) Regulations 2009 or any superseding or replacing legislation or regulation.

11 Products

Products means goods including containers and packaging sold, supplied, leased, installed, commissioned, erected, altered, tested, repaired, treated or serviced by ***you*** including any advice, instruction or design relating to such goods.

12 Services

Services means the provision of guarding services (including custody of keys to carry out patrols) which term shall include but not be limited to commissionaires, control of car parks, fire bell test, setting alarms, authorised staff searches, collection and delivery of postal and courier items not likely to be of exceptional value, issuing of passes, CCTV monitoring, provision of first aid by trained first aiders where the provision of first aid is a requirement of a guarding contract and/or key holding services in accordance with BS7499 (2007) Part 1 Code of Practice for Static Guarding and Mobile Patrol Services, fire officer work and evacuation.

13 Territorial limits

Territorial limits means world-wide excluding ***North America.***

Public and Products liability

1 Cover

We will indemnify ***you*** up to the ***limit of indemnity*** against ***liability*** incurred by you during the ***period of insurance*** arising out of and in the course of ***business*** within the ***territorial limits***.

2 Defence costs

Following any event which is or may be the subject of indemnity under this Section, ***we*** agree to indemnify ***you*** for ***defence costs*** which are payable in addition to the ***limit of indemnity***.

Standard Clauses

The indemnity provided by this Section includes liability under the following clauses provided that where a party other than ***you*** is indemnified that party will, as though he were ***you*** observe, fulfil and be subject to the terms, exclusions and conditions insofar as they can apply.

1 Asbestos accidental discovery

Solely as regards the cover granted by this Asbestos accidental discovery clause the Exclusion - Asbestos is deleted and of no effect.

1.1 Section- Public and Products liability is extended to indemnify ***you*** against legal liability to pay damages or compensation including claimants' costs recoverable from ***you*** arising from any claim first made against ***you*** during the ***period of insurance*** for ***personal injury***, ***damage*** or nuisance caused at any time after the ***retroactive date*** by the accidental discovery of asbestos and/or asbestos containing materials.

1.2 Further ***we*** agree that any circumstance(s) notified to ***us*** during the ***period of insurance*** which subsequently gives rise to a claim after expiry of the ***period of insurance*** shall be deemed to be a claim first made during the ***period of insurance***.

1.3 The cover provided by this Asbestos accidental discovery clause excludes and does not cover:

1.3.1 ***personal injury***, ***damage*** or nuisance caused by the existence of or exposure to asbestos or asbestos containing materials occurred on or before the ***retroactive date***;

1.3.2 any claims arising from the existence of or exposure to asbestos and/or asbestos containing materials where ***you*** were aware of the circumstance or event which gave rise to the claim before the inception date of this Section;

1.3.3 liability arising from any subsequent activities related or connected to dealing with the asbestos and/or asbestos containing materials once discovered, which shall be carried out by qualified licensed sub-contractors on terms which indemnify ***you*** for liability arising out of such work;

1.3.4 any liability in respect of the diminution in the value of property or loss of or potential loss of rental income or any other consequential losses (including business interruption) howsoever arising;

1.3.5 liability to pay damages or compensation including claimant costs recoverable from ***you*** and ***defence costs*** in excess of the ***sub-limit of indemnity*** of GBP250,000 which sum shall be the maximum ***we*** will pay in the aggregate during any one ***period of insurance***; and

1.3.6 the ***excess*** of GBP2,500 each and every claimant.

2 Conflict of interest

In the event of a conflict of interest between ***you*** and any ***employee*** indemnified by this Section separate representation will be arranged for each party.

3 Contractual liability

Liability assumed by ***you*** under any contract or agreement entered into by ***you*** in the course of the ***business*** provided that ***we*** are not liable for:

3.1 liquidated damages, fines or penalties;

3.2 ***damage*** to ***your*** contract works;

3.3 ***damage*** to materials, plant or equipment used in the performance of the contract by ***you, your*** principals or ***your*** sub-contractors;

3.4 liability or obligations assumed under contract that goes beyond the cover provided by this Section.
Further ***we*** will waive ***our*** rights of subrogation against a specified party to the extent required by the contract or agreement

4 Criminal acts

4.1 ***We*** will indemnify ***you*** for ***your*** liability to pay damages including interest and claimants costs recoverable from ***you*** as a result of ***bodily injury*** or ***damage*** in respect of criminal acts of arson, theft, malicious damage, assault, fraud, dishonesty or embezzlement by ***your employees*** provided that the events insured by this clause:

4.1.1 were committed during the ***period of insurance***; and

4.1.2 arose in connection with a contract with a customer.

4.2 Further Claims Condition - Fraud shall not apply in respect of cover provided by this Standard Clause.

5 Cross liabilities

Where the ***insured*** comprises more than one party this Section will operate as though a separate policy had been issued to each such party provided that ***our*** total ***liability*** does not exceed the ***limit of indemnity*** plus additional ***defence costs***.

For the purpose of this clause, members of ***your*** sports and social clubs and similar organisations, as specified in Standard Clause – Indemnity to other parties, engaged in activities described in the definition of the ***business*** will each be considered a separate insured party.

6 Customers' premises

The exclusion of property in ***your*** custody, possession or control stated in the definition of ***liability*** will not apply in respect of premises and their contents temporarily in ***your*** custody, possession or control for the purpose of undertaking work, provided that the extension of cover granted by this clause does not apply in respect of:

6.1 premises and their contents belonging to ***you*** or occupied by ***you*** as tenants;

6.2 ***damage*** to that part of the premises or contents upon which ***you*** are or have been working, resulting directly from the work process other than ***damage*** to customers' premises or their contents resulting from the provision of ***services***.

7 Data Protection Act 1998

7.1 ***We*** will pay:

7.1.1 compensation including legal ***defence costs*** that ***you***, or at ***your*** request ***your employee*** become responsible to pay at law following ***damage*** or distress and arising out of a claim under section 13 of Part II of the Data Protection Act 1998; or

7.1.2 legal ***defence costs*** in relation to a prosecution brought under section 21 of Part III of the Act concerning a claim by any person except an ***employee***.

7.2 But for this extension to apply:

7.2.1 ***you*** must have registered in accordance with the Act; and

7.2.2 a claim must be first made against ***you*** or ***your employee*** during the ***period of insurance***.

7.3 But this standard clause does not cover and ***we*** will not pay:

7.3.1 fines or penalties of any kind;

7.3.2 for the replacing, reinstating, rectifying or erasing of any personal data;

7.3.3 compensation resulting from a deliberate or intentional act or in respect of an omission by ***you*** or ***your employee***, the effect of which will knowingly result in a compensation claim under the Act;

7.3.4 claims which arise out of circumstances notified to previous insurers or known to ***you*** at inception of this Section;

7.3.5 the first ten per cent (10%) of the claim or GBP500 whichever is the greater;

7.3.6 compensation or ***defence costs*** recoverable from any other insurance or in any other way.

7.4 The cover and exceptions will apply to compensation and legal ***defence costs*** recoverable under similar clauses in the Data Protection Act 1984.

8 Defective Premises Act 1972

Liability incurred under Section 3 of the Defective Premises Act 1972 or Section 3 of the Defective Premises Measure (Northern Ireland) 1974 or any amendment thereto in connection with premises that have been disposed of by ***you***, except that ***we*** will not be liable to provide an indemnity for the cost of remedying any defect or alleged defect in such premises.

9 Employees' liability overseas

Your liability and if ***you*** so require such ***liability*** of any ***employee,*** their spouse and their children whilst abroad on ***business*** but excluding ***liability*** for which indemnity is provided under any other insurance or in any other way.

10 Employees' personal liability

If required by ***you*** this Section will indemnify any ***employee*** against ***liability*** arising from or caused by the engagement in temporary service, in a private capacity, of any fellow ***employee***, excluding ***liability*** for which indemnity is provided under any other insurance or in any other way.

11 Environmental statutory liability

The insurance provided by this Section is extended to indemnify ***you*** for all sums, including statutory debts, that ***you*** are legally liable to pay or legally obliged to incur for remediation in respect of environmental damage where such liability arises under an environmental protection directive, statute or statutory instrument, provided that:

11.1 liability arises from pollution occurring during the course of ***business***, within a state of the European Union and is caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific moment in time and place during the ***period of insurance***;

11.2 the insurance by this extension excludes and does not cover any sum incurred in respect of:

11.2.1 ***preventative costs*** for prevention of imminent threat of environmental damage;

11.2.2 primary, complementary or compensatory remediation for damage;

11.2.3 the removal of any significant risk of an adverse effect on human health;

to or on ***your*** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in ***your*** care, custody or control;

11.3 the insurance by this extension excludes and does not cover any sum incurred in achieving any improvement or alteration in the condition of the land, the atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time remediation commences; and

11.4 the total amount payable inclusive of all ***defence costs*** for any one occurrence or in the aggregate during any one ***period of insurance*** shall not exceed the ***sub-limit of indemnity***

of GBP1,000,000 any one occurrence including ***defence costs*** and in the aggregate during any one ***period of insurance***;

and provided also that the proviso in the second paragraph above shall not apply to ***preventative costs*** that are incurred with ***our*** written consent that must be obtained prior to each claim, where a pollution event is taking place or has occurred and such ***preventative costs*** relate solely to halt or limit pollution to third party property except that nothing in this clause shall imply that ***we*** will indemnify ***you*** for ***preventative costs*** relating to the ***your*** own land, premises or watercourse or body of water.

12 Financial loss (Excluding products)

Your liability for financial loss incurred by others provided that:

12.1 a claim is first made against you during the ***period of insurance***;

12.2 such ***liability*** arises from or is caused by:

12.2.1 accidental:

a) escape or discharge of any substance or gas from any premises owned or occupied by ***you***;

b) stoppage or interference with pedestrian, rail, air, vehicular or waterborne traffic;

c) obstruction, loss of amenities trespass, nuisance or similar cause;

12.2.2 such other occurrence that is not a deliberate or intentional act by or omission of any party entitled to indemnity by this policy the effect of which will knowingly result in financial loss;

12.3 the cover shall not apply in respect of:

12.3.1 financial loss incurred in respect of or in consequence of ***bodily injury*** or ***damage*** to property;

12.3.2 ***products*** except whilst retained on any ***premises*** owned or occupied by ***you***;

12.3.3 ***liability*** which attached by way of any contract or agreement that would not have been attached in the absence of such contract or agreement;

12.3.4 claims which arise out of circumstances notified to previous insurers or known to ***you*** at inception of this section of the policy;

12.3.5 ***liability*** resulting from conspiracy, conversion, deceit, inducement of breach of contract, injurious falsehood or infringement of patent copyright, trademark or name;

12.3.6 ***liability*** arising from any advice, instruction or design

a) given for a fee by or on behalf of you unless relating to any product for which indemnity is provided by this section;

b) given without a fee and for which indemnity is provided by other insurance;

12.4 in respect of each and every claim under this extension ***we*** shall not be liable for ten per cent (10%) of the cost of the claim or GBP500 whichever is the greater.

13 Indemnity to other parties

We will if ***you*** so require also indemnify as if they were the ***insured****:*

13.1 any of ***your*** directors, partners, ***employees*** or former ***employees***

13.2 any of ***your*** officers, members, committee and / or ***employee*** paid and voluntary helpers of

13.2.1 canteen and welfare organisations

13.2.2 nursery, crèche or child care facilities

13.2.3 sports and social organisations

in their respective capacities as such

13.3 any of ***your*** officers and members of

13.3.1 security, rescue, first aid, fire and ambulance services

13.3.2 medical organisation other than any doctor, surgeon or dentist while working in a professional capacity

in their respective capacities as such

13.4 any of ***your*** directors or partners or executives in respect of private work undertaken by any of ***your employees*** for directors, partners or executives

13.5 any principal or any other party to the extent required by contract,

13.6 any officers or trustees of ***your*** pension scheme(s),

13.7 any other party not described above for whom ***you*** wish to accept responsibility to insure or to provide an indemnity,
but ***we*** will not provide an indemnity

13.8 unless ***we*** have the sole conduct and control of any claim,

13.9 where the other person is indemnified under any other insurance or in any other way.

Provided that where ***we*** agree to indemnify more than one party then nothing in this Section shall increase ***our liability*** to pay any amount in respect of one claim or series of claims arising out of any one cause in excess of the amount stated as the ***limit of indemnity*** plus additional ***defence costs.***

14 Indemnity to principal

Where required by any contract or agreement entered into by ***you*** with any other party (henceforth referred to as the 'principal') this Section will indemnify the principal against any claims made against them for which ***you*** are legally liable and which fall within the terms and conditions of this Section, provided that ***you*** have arranged with the principal for the conduct and control of all claims to be vested in ***us.***

15 Leased premises

Your liability for ***damage*** to premises including landlord's contents, fixtures and fittings not owned by ***you*** but leased or rented by ***you*** in the course of the ***business*** excluding:

15.1 ***liability*** for which indemnity is provided to ***you*** under any other insurance or in any other way

15.2 an ***excess*** of GBP100 (and not as otherwise stated) of any amount otherwise payable in respect of each claim, other than as the result of fire or explosion

15.3 ***liability*** which attaches by way of any contract or agreement that would not have attached in the absence of that contract or agreement.

16 Legionella

Notwithstanding the Legionella Exclusion to this Section, ***we*** will indemnify ***you*** for all sums (including claimants' costs and expenses) which ***you*** become legally liable to pay in respect of any claims first made against ***you*** during the ***period of insurance*** resulting from ***legionella*** causing ***personal injury, damage, denial of access or nuisance*** except that ***we*** will not be liable for:

16.1 any amount in excess of the ***sub-limit of indemnity*** of GBP1,000,000 any one claim and in the aggregate during any one ***period of insurance***;

16.2 any claims which arise out of circumstances notified to previous insurers or known to ***you*** at the inception of this ***policy***;

16.3 any claims for ***personal injury*** arising from employment;

16.4 any claims made against ***you*** for ***legionella*** where the insured event giving rise to the claim happened prior to the ***retroactive date***.

17 Local Democracy, Economic Development and Construction Act 2009

We will indemnify ***you*** and any other insured party in respect of liability which ***you*** may incur in respect of any claim(s) first made against ***you*** during the ***period of insurance*** for claimants costs and expenses arising from any decision by an adjudicator appointed to resolve a dispute in accordance with the Scheme for Construction Contracts as contained in the Local Democracy, Economic Development and Construction Act 2009 (formerly Housing Grants, Construction and Regeneration Act 1996) or an adjudication clause or rules contained in a contract.

It is agreed as a condition precedent to ***our*** liability under this clause that ***you*** undertake:

17.1 to immediately notify ***us*** within 2 business days of receipt of any "notice of intention to adjudicate" or of the service by ***you*** of any "notice of intention to adjudicate" in circumstances which will lead to or are likely to lead to a claim against ***you*** being dealt with as part of the adjudication;

17.2 to promptly supply ***us*** with all details relating to any reference to adjudication, including copies of all documentation made available to ***you***, or subsequently by ***you*** to the adjudicator;

17.3 to allow ***us*** to appoint advisers and to have conduct of the adjudication as they deem appropriate and to co-operate with ***us*** in the conduct of the adjudication. Any appointments made by ***us*** shall be at ***our*** expense but subject always to the application of the uninsured excess;

17.4 to meet any request, direction or timetable of the adjudicator;

17.5 to satisfy ***us*** that any liability incurred under an adjudicator's decision for which indemnity is being sought, is as a direct result of negligence by ***you*** in the conduct of ***your*** professional activities;

17.6 not to disclose to anyone the existence of this policy without ***our*** consent;

17.7 to institute legal proceedings or arbitration in accordance with the terms of the original contract to challenge or reopen or stay the enforcement of such adjudicator's decision if reasonably requested to do so by ***us*** and to allow ***us*** to appoint appropriate advisers as they may deem necessary to have conduct of such proceedings if appropriate. Any such steps made by ***us*** shall be at ***our*** expense, but subject always to the application of the uninsured excess;

17.8 not to agree to accept the decision of the adjudicator as finally determining the dispute without ***our*** prior consent in writing;

17.9 to ensure that the adjudication provisions in the contract shall:

17.9.1 provide that the adjudicator must be independent of the parties to the dispute;

17.9.2 not allow for the adjudicator's decision to finally determine the dispute;

17.9.3 not allow the adjudicator to disregard the legal entitlements of the parties in order to reach a decision based on commercial considerations;

17.10 to ensure that the contract must not place any conditions upon the timing of commencement of legal or arbitration proceedings (for the sake of clarity this does not apply to adjudication proceedings).

18 Motor contingent liability

The Exclusion – Vehicles and vessels shall not apply to:

18.1 ***your liability*** arising from or caused by the use in connection with the ***business***, of any mobile crane or excavator or other item of mobile plant as a tool of trade excluding liability for items which require separate insurance to comply with the Road Traffic Acts;

18.2 ***your liability*** arising from or caused by the use, in connection with the ***business***, of any motor vehicle not belonging to ***you*** or provided by ***you***, provided cover granted by this Standard Clause shall not apply to liability:

18.2.1 for any ***damage*** to the motor vehicle or goods carried in or on the motor vehicle;

18.2.2 more specifically insured under another policy;

18.2.3 arising whilst the motor vehicle is being driven by ***you***;

18.2.4 arising whilst the motor vehicle is being driven by any person who to ***your*** knowledge does not hold a licence to drive the motor vehicle unless such person has held and is not disqualified from holding or obtaining such a licence;

18.2.5 arising whilst the motor vehicle is being used elsewhere than in the ***United Kingdom***.

19 Pay limit of indemnity

We may at any time pay ***you*** the amount of the ***limit of indemnity*** (less any sum already paid) or any lower amount for which any claims can be settled. ***We*** will then cease to conduct and control the negotiations, actions or proceedings and have no further liability in respect of such claims except for ***defence costs*** incurred prior to the date of such payment.

20 Personal effects

Your liability for ***damage*** to directors', ***employees'*** or visitors' personal effects including vehicles and their contents excluding ***liability*** for which indemnity is provided under any other insurance or in any other way.

21 Property upon which you have been working

The exclusion of property in ***your*** custody, possession or control stated in the definition of ***liability*** will not apply in respect of liability arising from or caused by ***damage*** resulting from the installation, modification, repair or servicing of an alarm or fire extinguishers (but excluding loss of gas unless cover under the Optional Endorsement is purchased)) and/or any other security devices or whilst temporarily securing premises following a theft or attempted theft.

22 Public relation expenses

In the event of ***personal injury, damage*** or nuisance that is insured by this Section ***we*** will, with ***our*** prior consent indemnify ***you*** for the reasonable and necessary expenses incurred for publicity costs directly relating to the protection of ***your*** brand image as may be impacted by the negative press coverage flowing from the insured event except that ***our*** liability under this clause shall not exceed the ***sub-limit*** of GBP100,000 any one occurrence and in the aggregate during the ***period of insurance***.

23 Statutory defence costs including Health and Safety at Work, etc. Act 1974

We will, with ***our*** prior consent, which consent will not be unreasonably withheld, indemnify ***you*** and if required, any ***employee*** in respect of legal ***costs and expenses*** incurred defending:

23.1 any alleged breach of statutory duty (including any prosecution brought under sections 2 to 8 of the Health and Safety at Work, etc. Act 1974, Health and Safety at Work (Northern Ireland) Order 1978 or similar legislation in the Isle of Man or the Channel Islands) or criminal proceedings brought; and/or

23.2 allegations (whether under common law or statute) of manslaughter, corporate manslaughter or corporate homicide made against ***you*** or any ***employee***.
provided that the prosecution or proceedings relate to:

23.3 an offence alleged to have been committed during the ***period of insurance*** and in the course of the ***business***;

23.4 ***bodily injury*** to, or potential insured claim for ***bodily injury*** to, persons other than ***employees***.
and ***we*** will also pay to ***you***:

23.5 ***defence costs*** of appeal including appeal against improvement and prohibition notices incurred with ***our*** written consent, which consent will not be unreasonably withheld;

23.6 prosecution costs awarded against ***you***;
The indemnity by this clause excludes and does not cover:

23.7 circumstances where ***you*** or any ***employee*** are entitled to indemnity by any other legal expenses, motor or employment protection policy;

23.8 in respect of allegations of manslaughter, corporate manslaughter or corporate homicide, any amount in excess of a ***sub-limit of indemnity*** of GBP1,000,000 any one claim or series of claims arising out of the same prosecution or proceedings.
For the avoidance of doubt the undernoted statutes, whilst not exhaustive, are included within the statutes or regulations contemplated for which defence costs are insured by this clause:

23.8.1 Health and Safety at Work, etc. Act 1974, but only sections 2 to 8;

23.8.2 Health and Safety at Work (Northern Ireland) Order 1978;

23.8.3 The Trade Description Act 1968;

23.8.4 Part II of the Consumer Protection Act 1987;

23.8.5 Part II of the Food Safety Act 1990.

24 Sudden and accidental pollution

Your liability in respect of:

24.1 pollution, contamination of buildings or other structures or of water, land or the atmosphere; and

24.2 ***damage*** or injury directly or indirectly caused by such pollution or contamination;
caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the ***period of insurance***.

All pollution or contamination which arises out of one incident will be deemed to be one occurrence and to have occurred at the time the incident takes place.

25 Watercraft

The Exclusion – Vehicles and vessels shall not apply to ***your liability*** arising from or caused by the use, in the course of ***business***, of:

25.1 motor barges not exceeding 75 ton capacity on inland waterways;

25.2 motor launches not exceeding 15 metres in length and only when operated on inland waterways;

25.3 any watercraft not belonging to or chartered by ***you*** but used by ***you*** for ***business*** entertainment provided that:

25.3.1 such watercraft is primarily owned and operated as a river cruise vessel;

25.3.2 such watercraft is insured by the owner or charterer under a marine insurance policy;

25.3.3 we shall not indemnify ***you*** in respect of ***liability*** which attaches by way of any contract or agreement that would not have attached in the absence of such contract or agreement.

Exclusions

1 Advice instructions and design

This section excludes liability arising from any advice, instruction or design:

1.1 given for a fee by ***you*** or on ***your*** behalf, unless relating to any ***products*** for which indemnity is provided by this Section;

1.2 given without a fee and for which indemnity is provided by other insurance;

except that this exclusion shall not apply to liability for ***bodily injury*** or ***damage*** arising from any such advice, instruction or design.

2 Asbestos

This section excludes ***liability*** for any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture of, mining of, processing of, use of, installation of, storage of, removal of, disposal of, distribution of, inspection of or testing of or exposure to asbestos, asbestos fibres, asbestos dust or asbestos containing materials but this exclusion will not apply to ***liability*** as described by Standard Clause – Asbestos accidental discovery.

3 Building work

This section excludes liability arising from or in connection with building work other than the provision of ***services***, non-structural refurbishment, making good, redecoration and the like.

4 Carriage and guarding of money and valuable Items

This section excludes liability in respect of:

4.1 carriage of customers' ***money*** or valuable items;

4.2 guarding of customers' ***money*** at ***premises*** which are permanently occupied by ***you***.

5 E-Commerce

This Section excludes liability:

5.1 arising from loss, alteration or impairment of, or damage to, information and / or data in electronic form;

5.2 arising from malicious acts of any person carried out by electronic means;

5.3 for defamation or harassment carried out by electronic means;
but this Exclusion shall not apply in respect of ***liability*** for any:

5.3.1 ensuing accidental ***bodily injury*** (save for mental injury or mental disease); or

5.3.2 ensuing accidental ***damage***; or

5.3.3 loss, alteration or impairment of, or damage to, information and/or data in electronic form arising solely from accidental extraneous physical ***damage*** to ***electronic business equipment and computers***.

6 Employees working outside the United Kingdom

This Section excludes liability directly or indirectly arising from or caused by employment undertaken outside the ***United Kingdom*** provided that this Exclusion shall not apply:

6.1 where the ***employee*** is resident within the ***United Kingdom*** and intends to return to his country of residence following completion of the temporary overseas employment; and

6.2 where any single overseas work assignment is not intended or planned to exceed twelve (12) months duration;
provided always that ***we*** will not indemnify ***you*** or any other party in respect of liability for payment under any Workman's Compensation Scheme or similar social workplace compensation legislation.

7 Excess

In the absence of any other express amount specified in any clause to this policy or ***your*** schedule ***we*** will not pay the first amount as stated below in respect of each and every occurrence (irrespective of the number of claims occasioned thereby) arising from ***damage*** to property:

7.1	Work in or on ***mainframe computer suites***	GBP2,500
7.2	Guarding in or on building sites, car compounds or open cast mines	GBP1,000
7.3	Wheel clamping	GBP 500
7.4	Any other work	GBP 250

8 Fees for intervention

This Section excludes and does not cover any payments raised under the Health and Safety (Fees) Regulations 2012 relating to 'fees for intervention'

9 Guard dogs

This Section excludes liability arising from or caused by the use of guard dogs unless ***you*** comply with the provisions of the Guard Dog Act 1975 and any subsequent or amending legislation.

10 Hazardous activities

This section excludes liability directly or indirectly caused by or arising from work:

10.1 at height where the drop exceeds sixteen (16) metres;

10.2 involving the use of ropes, slings or cradles;

10.3 undertaken by ***you*** or anyone else connected with the ***business*** on or at any premises or structures used in connection with the production, processing, transportation or storage of gas, oil, petrol or chemicals (other than retail garages, shops or offices)

10.4 undertaken by ***you*** or anyone else connected with the ***business***:

10.4.1 ***offshore***;

10.4.2 on sites located ***airside***;

10.4.3 on, alongside or within 5 meters of any railway tracks that are open and not separated from the work by an unbroken brick wall or metal fencing except that this exclusion shall not apply to work on public railway stations;

10.4.4 on the site of any nuclear installation or establishment except that this exclusion does not apply to work in offices at a nuclear site.

11 Legionella

This section excludes liability arising from ***liability*** arising out of, alleging or attributable to the existence of ***legionella*** except as stated in Standard Clause - Legionella.

12 Libel, slander or defamation

This section excludes liability arising from or caused by the publication or utterance by ***you*** or on ***your*** behalf of a libel, slander, defamation or mis-statement where:

12.1 claims arise out of circumstances notified to previous insurers or known to ***you*** at inception of this Section of the policy;

12.2 publications or utterances are made at the discretion of any party entitled to indemnity by this policy with knowledge of the libellous, slanderous or mis-statement effect thereof;

12.3 claims are brought outside the ***United Kingdom***.
Further, in respect of each and every claim ***we*** shall not be liable for ten (10) per cent of the cost of the claim.

13 Loss of gas in fixed fire extinguishers

This section excludes liability for damage to and costs incurred as a result of the discharge of gas in fixed fire extinguishers.

14 Loss of Keys and Locks

This section excludes liability for the cost of replacing ***keys***, locks operated by keys or digital key pads.

15 Operations domiciled outside the United Kingdom

This Section excludes liability arising from, caused by or in connection with ***your***:

15.1 subsidiary companies;

15.2 branch offices;

15.3 representatives with power of attorney;
domiciled outside of the ***United Kingdom***.

16 Pollution

This Section excludes liability in respect of:

16.1 pollution or contamination of buildings or other structures or of water or of land or the atmosphere; and

16.2 ***damage*** or injury directly or indirectly caused by such pollution or contamination

other than ***liability*** for which an indemnity is provided by Standard Clause - Sudden and Accidental Pollution or Standard Clause - Environmental Statutory Liability.

17 Products and workmanship

This Section excludes liability for ***damage*** to and costs incurred as a result of recalling, replacing or making good ***products*** or workmanship performed by ***you*** or on ***your*** behalf other than ***your liability*** for ***damage*** to property caused by workmanship or ***products*** which are the subject of a separate contract.

18 North America

The Section excludes and does not cover:

18.1 **North American jurisdiction**
liability in respect of any judgment, award, payment, defence costs or settlement delivered, made or incurred within countries which operate under the laws of ***North America*** (or any order made anywhere in the world to enforce such judgment, award, payment, defence costs or settlement either in whole or in part) unless otherwise stipulated in the schedule

18.2 **North American territory**
liability occurring within ***North America***.

19 Nuclear risks

This section excludes liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

19.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

19.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

20 Screening of guarding personnel

This Section excludes liability arising from or caused by guarding activities, or the provision of key holding services unless ***your employees*** and sub-contractors engaged in such activities have been vetted in accordance with:

20.1 British Standards BS7858 Code of Practice for Security Screening of Personnel employed in a Security Environment; and/or

20.2 British Standards BS7499 Manned Security Services Part 1, Code of Practice for Static guarding and Mobile Control Services;
or any subsequent or amending British or European Standard code.

21 SIA Licensing

This Section excludes liability arising from or caused by guarding, door supervision, close protection and other activities detailed in Section 3, Schedule 2 of the Private Security Industry Act 2001 or any amending or superseding legislation unless ***you*** have in place a system for checking that all ***employees*** and sub-contractors are licensed according to the regulations laid down by the Security Industry Authority.

This exclusion shall not apply to those ***employees*** considered exempt as Approved Contractors under Section 4 (4) of the Private Security Industry Act 2001 or any subsequent or amending legislation.

22 Specified excluded guarding activities

This section excludes liability arising from or caused by:

22.1 crowd control (including gate control) activities at football matches, rugby matches, boxing matches, wrestling matches, pop concerts and similar venues other than car park control or control of access to VIP areas forming part of a larger event;

22.2 activities where control or removal of protesters forms an integral part of the services provided;

22.3 body guards, close protection and similar activities;

22.4 door supervisors.

23 Sub-contractors insurance check

This Section excludes liability arising from or caused by work undertaken on ***your*** behalf in the course of the ***business*** by sub-contractors other than sub-contractors acting as ***your employee*** unless ***you*** have obtained evidence that sub-contractors have effected Public Liability Insurance that:

23.1 covers liability arising from or caused by the work for the full duration of the work to be undertaken on ***your*** behalf by the sub-contractor;

23.2 is subject to a limit of indemnity of not less than GBP1,000,000;

23.3 includes an indemnity to principals clause;

23.4 is revalidated every twelve (12) months throughout the duration of their contract with ***you***;

23.5 includes Products and Inefficacy Liability Insurance where security or fire alarm installations, maintenance or repair work is undertaken.

24 Use of heat

This Section excludes liability arising from or caused by the use or application of heat away from ***your premises***:

24.1 when using oxyacetylene, electric arc and similar welding and cutting equipment, blow lamps, torches and the like.

24.2 when using or applying heat in any other way unless ***you*** take all 'reasonable precautions' to prevent ***damage***. The term 'reasonable precautions' is deemed to mean the same as 'reasonable precautions' as defined in the Optional Endorsement – Use of heat extension

25 Vehicles and vessels

This Section excludes liability:

25.1 arising from or caused by the ownership, possession or use by ***you***, or on ***your*** behalf of:

25.1.1 any mechanically propelled water-borne vessel or hovercraft or any aircraft or airborne device;

25.1.2 any mechanically propelled vehicle outside the ***United Kingdom***;

25.1.3 any mechanically propelled vehicle in circumstances where a Certificate of Insurance is required to meet the requirements of the Road Traffic Acts or any other compulsory Road Traffic legislation;

25.2 for which indemnity is provided under any other insurance in respect of any vehicle, vessel, hovercraft, aircraft or airborne device.

26 War

This section excludes liability for all actual or alleged losses, liabilities, damages, injuries, defence costs or expense(s) directly or indirectly arising out of, contributed to or by, caused

by, resulting from or in connection with ***war*** regardless of any other cause or event contributing concurrently or in any other sequence of the loss.

This exclusion also excludes from coverage all actual or alleged losses, liabilities, damages, injuries, defence costs, costs or expenses directly or indirectly arising out of, contributed to or by, caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to ***war***.

If ***we*** allege that by reason of this Exclusion any actual or alleged losses, liabilities, damages, injuries, defence costs, costs or expenses are not covered by this section the burden of proving the contrary shall be upon ***you***.

In the event that any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Optional Endorsements - Public and Products Liability

The following clauses only apply where shown under optional endorsements on ***your*** schedule.

1 Fidelity bonding extension

Notwithstanding Standard Clause – Criminal acts ***we*** will on ***your*** written request indemnify ***your*** customers against ***damage*** to property and ***money*** for which ***you*** have no legal ***liability*** due to arson, malicious damage, theft, fraud, dishonesty or embezzlement by ***your employees*** committed during the ***period of insurance*** and discovered not later than:

1.1 three (3) months after either the termination of employment of said ***employee***; or

1.2 ***you*** or ***your*** partner, director, officer or other senior manager becomes aware of the loss or aware of any fact(s) that give reasonable grounds to believe that a loss as insured by this clause has been or may be incurred even though the exact amount of the loss may not be known;
whichever shall occur first. Provided always that:

1.3 ***our*** liability in respect of the acts of any one ***employee*** shall not exceed GBP50,000 regardless of the period during which the acts were committed;

1.4 ***our*** liability in respect of any one loss or series of losses arising from one source or original cause, shall not exceed GBP50,000. Not more than one claim in respect of any one ***employee*** shall be payable under this extension;

1.5 where any loss arises under this extension as a result of the unauthorised use of customers' telephones by ***your employee(s)*** both the limits referred to above are reduced to GBP10,000;

1.6 the following special conditions shall apply in respect of this extension:

1.6.1 reasonable care

you must at all times take reasonable care to ensure that suitable and competent persons are employed including but not restricted to the vetting of ***employees*** according to the British or European Standard code relating to vetting as appropriate to the ***employee(s)*** duties. In respect of guarding ***employees*** this should include but is not restricted to vetting according to:

a) British Standards BS7858 Code of Practice for Security Screening of Personnel employed in a Security Environment; and/or

b) British Standards BS7499 Manned Security Services Part I, Code of Practice for Static Guarding and Mobile Control Services;

1.6.2 monies due to the ***employee***

any ***money*** of the ***employee*** held by ***you*** and any ***money*** which but for the acts of fraud or dishonesty would have been due to the ***employee*** from ***you*** shall be deducted from ***your*** customer's loss. ***You*** and ***we*** shall share any other recovery made on account of any loss in the proportion that the amount of the loss borne by each bears to the total amount of the loss;

1.7 in respect of each and every claim made against ***you*** under this extension ***we*** shall not be liable to pay the first GBP500;

1.8 the maximum payable under this extension in the aggregate during any one ***period of insurance*** shall not exceed the ***limit of indemnity*** by Section – Public and Products liability;

1.9 this extension shall not apply to any ***bodily injury*** or ***damage*** directly or indirectly sustained by ***you***.

2 Financial loss (Including Products) extension

Cover under Section B of this policy is extended to include ***your liability*** for financial loss incurred by others provided that:

2.1 a claim is first made against ***you*** during the ***period of insurance***;

2.2 such ***liability*** arises from or is caused by:

2.2.1 accidental:

a) escape or discharge of any substance or gas from any premises owned or occupied by ***you***;

b) stoppage or interference with pedestrian, rail, air, vehicular or waterborne traffic;

c) obstruction, loss of amenities, trespass, nuisance or similar cause;

2.2.2 such other occurrence that is not a deliberate or intentional act by or omission of any party entitled to indemnity by this policy the effect of which will knowingly result in financial loss.

2.3 this extension shall not apply in respect of:

2.3.1 financial loss incurred in respect of or in consequence of ***bodily injury*** or ***damage*** to property;

2.3.2 costs incurred in or in consequence of recalling, replacing or making good products or workmanship performed by ***you*** or on ***your*** behalf;

2.3.3 fines, penalties or liquidated damages;

2.3.4 ***liability*** which attaches by way of any contract or agreement that would not have been attached in the absence of such contract or agreement;

2.3.5 ***liability*** resulting from conspiracy, conversion, deceit, inducement to breach of contract, injurious falsehood or infringement of patent, copyright, trademark or name;

2.3.6 claims brought in ***North America*** arising out of any breach or alleged breach of anti-trust laws;

2.3.7 claims which arise out of circumstances notified to previous insurers or known to ***you*** at inception of this Optional Endorsement;

2.3.8 ***liability*** arising from any advice, instruction or design:

a) given for a fee by ***you*** or on ***your*** behalf unless relating to any ***products*** for which indemnity is provided by this policy,

b) given without a fee and for which indemnity is provided by other insurance;

2.3.9 any amount exceeding a ***sub-limit of indemnity*** of GBP50,000 for all claims in total during one ***period of insurance***;

2.4 in respect of each and every claim under this extension ***we*** shall not be liable for ten (10) per cent of the claim or GBP500 whichever is the greater.

3 Loss of gas in fixed fire extinguishers

Exclusion – Loss of gas in fixed fire extinguisher does not apply in respect of the cover granted by the following clause.

The words 'in ***your*** custody, possession or control' in the definition of ***liability*** shall not apply in respect of sudden, identifiable, unintended and unexpected discharge of gas in fixed fire extinguishers, provided that, in respect of this extension:

3.1 the ***sub-limit of indemnity*** is GBP10,000 in respect of any one occurrence;

3.2 ***we*** shall not be liable for the first GBP250 of any amount payable.

4 Loss of keys extension

Exclusion – Loss of Keys and Locks does not apply in respect of the cover granted by the following clause.

We will indemnify ***you*** in respect of amounts which become payable to indemnify ***your*** customers resulting from loss of ***keys*** whilst in ***your*** custody. Provided that:

4.1 amounts payable shall be restricted to:

4.1.1 the reasonable cost of replacement or alteration of ***keys*** and/or locks operated by ***keys*** and/or reprogramming the associated security software;

4.1.2 the consequential loss suffered by ***your*** customer following the loss of ***keys*** arising from either:

a) their inability to gain access to their premises; or

b) the misuse of ***keys*** by any person other than ***your employee***;

4.1.3 the additional temporary necessary protection to the premises of ***your*** client;

4.2 in respect of each and every incident under this extension ***we*** shall not be liable for the first ten (10) per cent of the cost of the claim or GBP250 whichever is the greater;

4.3 the maximum amount payable under this extension in the aggregate during any one ***period of insurance*** shall not exceed the ***sub-limit of indemnity*** of GBP25,000.

5 Use of heat extension

The Exclusion - Use of Heat to this Section is deleted and the insurance by this Section is extended to cover use of heat provided that ***you*** comply with the following condition precedent.

5.1 It is a condition precedent to ***our*** liability under this insurance that, when using a naked flame or other heat source including but not limited to:

5.1.1 oxyacetylene;

5.1.2 electric arc or similar welding or cutting equipment;

5.1.3 blow lamps;

5.1.4 otherwise applying heat [but not including soldering irons or heat guns];

away from ***your premises***, ***you*** and ***your employees*** shall take all reasonable precautions to prevent damage.

5.2 Where the use of heat away from ***your premises*** involves:

5.2.1 oxyacetylene;

5.2.2 electric arc or similar welding or cutting equipment;

5.2.3 blow lamps;

5.2.4 otherwise applying heat [but not including soldering irons or heat guns];

and the work is subcontracted; then ***you*** shall require the subcontractor to also take all reasonable precautions to prevent damage.

5.3 The term 'reasonable precautions' shall include but not be limited to the following:

5.3.1 Before Starting Work:

a) a person shall be made responsible for fire safety and for ensuring that reasonable precautions are taken;

b) all persons shall be made aware of the location of the site's fire alarms and firefighting equipment;

c) the responsible person shall examine all property within a radius of six (6) metres from where the heat is being applied and where possible, remove all combustible materials or otherwise cover and protect by overlapping sheets or screens of non-combustible material.

5.4 During the Process of Work

5.4.1 a person shall work alongside the operator of the equipment to look out for an outbreak of fire and there shall be available for immediate use:

a) at least two buckets of dry sand or two fully charged fire extinguishers; or

b) if available and appropriate approval has been obtained, a hose connected to the nearest hydrant with water turned on and controllable at the nozzle of the hose. If water is not available or unsuitable or provision of such a hose is not practical, then two (2) fully charged fire extinguishers must be available and if used during the process, the heat work must cease until two (2) fully charged fire extinguishers are made available;

5.4.2 the lighting of equipment shall be in accordance with manufacturer's instructions and no piece of lighted equipment shall be left unattended,

5.4.3 gas cylinders not required for immediate use shall be kept at least six (6) metres from where the heat is being applied.

5.5 After Ceasing Work

a continuous examination for one (1) hour shall be made of the area within a radius of six (6) metres from where the heat has been applied to ensure that there is no risk of fire.

5.6 Furthermore where ***you*** or persons acting on ***your*** behalf burn debris away from their ***premises***, it is a condition precedent to ***our*** liability under this insurance that the following precautions must be taken on each occasion:

5.6.1 fires to be in a cleared area and at a distance of at least ten (10) metres from any property;

5.6.2 fire not to be left unattended at any time;

5.6.3 a suitable fire extinguisher to be kept available for immediate use;

5.6.4 fires to be extinguished at least one (1) hour prior to leaving site at the end of each working day.

Section Professional Indemnity

This Section of the policy is on a claims made basis. It applies only to claims first made against ***you*** and notified to ***us*** during the ***period of insurance***, unless stated otherwise

Definitions to Professional Indemnity Section

1 Collateral warranty or duty of care agreement

Collateral warranty or duty of care agreement means any written agreement signed by the contracting parties that creates a duty of care by ***you*** to any party other than ***your*** direct client.

2 Limit of indemnity

Limit of indemnity means the limit of indemnity on the schedule which will be the maximum amount ***we*** will pay (including ***defence costs***) in total for all ***claims*** notified to ***us*** during the ***period of insurance***.

If more than one party makes a ***claim*** in respect of the same occurrence, ***we*** will not pay more than the limit of indemnity in respect of that occurrence.

3 Specified professional activities

Specified professional activities means the supply or performance by ***you*** as a professional of any:

3.1 design, plan or specification;

3.2 supervision of construction;

3.3 feasibility study;

3.4 technical information calculation;

3.5 surveying;

3.6 consultancy;

3.7 testing;

3.8 training;

undertaken only by or under the direction and direct control of a properly qualified person. A properly qualified person will mean personnel with appropriate professional qualifications or not less than five (5) years relevant experience for the specific professional activities in which they are engaged.

Specified professional activities do not include the supervision by ***you*** of ***your*** own or ***your*** sub-contractor's work where your supervision is undertaken solely in ***your*** capacity as Building or Engineering Contractor.

4 Territorial limits

Territorial limits means world-wide excluding ***North America.***

Professional Indemnity

1 Cover

We agree to pay on ***your*** behalf, amounts payable by way of compensatory damages including claimant's costs and ***defence costs*** for any ***claim*** for compensation first made against ***you*** during the ***period of insurance*** and notified to ***us*** in accordance with the terms of this Section, in respect of liability for:

1.1 breach of professional duty;

1.2 negligent act, error or omission;

1.3 negligent misstatement or misrepresentation; or

1.4 other civil liability;

incurred in connection with ***your business*** within the ***territorial limits*** incurred by ***you*** or ***your*** firm in the conduct and the carrying out of the ***specified professional activities*** or arising from any negligence committed or alleged to have been committed by any consultant, sub-contractor or agent for whose acts, errors or omissions ***you*** are legally liable; up to the ***limit of indemnity*** shown on the schedule.

2 Limit of indemnity

2.1 The amount stated in the schedule as the ***limit of indemnity*** is the maximum payable by ***us*** under this Section

2.2 Any ***sub-limit of indemnity*** stated shall be part of and not in addition to the ***limit of indemnity***.

Standard Clauses

The Section and policy Exclusions and Conditions apply to the Standard Clauses. The Standard Clauses do not increase the ***limit of indemnity*** or ***our*** maximum payment to ***you*** unless otherwise stated,

1 Asbestos accidental discovery

Solely as regards the cover granted by this Asbestos accidental discovery clause the Exclusion - Asbestos is deleted and of no effect.

1.1 Section- Professional indemnity liability is extended to indemnify ***you*** against legal liability to pay damages or compensation including claimants' costs recoverable from ***you*** arising from any ***claim*** first made against ***you*** during the ***period of insurance*** for breach of professional duty, negligent act, error or omission occurring at any time after the ***retroactive date*** that causes accidental discovery of asbestos and/or asbestos containing materials.

1.2 Further ***we*** agree that any ***circumstance(s)*** notified to ***us*** during the ***period of insurance*** which subsequently gives rise to a ***claim*** after expiry of the ***period of insurance*** shall be deemed to be a ***claim*** first made during the ***period of insurance***.

1.3 The cover provided by this Asbestos accidental discovery clause excludes and does not cover:

1.3.1 breach of professional duty, negligent act, error or omission resulting in accidental discovery of asbestos or asbestos containing materials occurred on or before the ***retroactive date***;

1.3.2 any ***claims*** arising from the existence of or exposure to asbestos and/or asbestos containing materials where ***you*** were aware of the circumstance or event which gave rise to the ***claim*** before the inception date of this Section;

1.3.3 liability arising from any subsequent activities related or connected to dealing with the asbestos and/or asbestos containing materials once discovered, which shall be carried out by qualified licensed sub-contractors on terms which indemnify ***you*** for liability arising out of such work;

1.3.4 any liability in respect of the diminution in the value of property or loss of or potential loss of rental income or any other consequential losses (including business interruption) howsoever arising;

1.3.5 liability to pay damages or compensation including claimant costs recoverable from ***you*** and ***defence costs*** in excess of the ***sub-limit of indemnity*** of GBP50,000 which sum shall be the maximum ***we*** will pay in the aggregate during any one ***period of insurance***; and

1.3.6 the ***excess*** of GBP2,500 each and every claimant.

2 Compensation for court attendance

We will pay compensation to ***you,*** with ***our*** prior written consent, in the event that the legal advisers acting on ***your*** behalf require ***you***, ***your employee*** or any other relevant party (not including expert witnesses), to attend court or any arbitration or adjudication hearing as a

witness of fact in connection with a ***claim*** made against ***you*** for which cover is afforded under this policy at the following rates for each day or part thereof on which attendance is required:

2.1	any of your directors or principal partners	GBP500
2.2	any other ***employee***	GBP250
2.3	any other relevant party	GBP250

3 Dishonesty of employees

We will pay the damages, claimant's costs or ***defence costs*** that ***you*** become legally responsible to pay as a result of any ***claim*** made against ***you*** during the ***period of insurance*** contributed to, or brought about by, any dishonest, fraudulent, criminal or malicious act or omission of an ***employee*** except that the term ***employee*** used in this extension clause will not include any director.

4 Infringement of copyright, patent or registered design

We will pay the damages, claimants costs or ***defence costs*** that ***you*** become legally responsible to pay at law as a result of any ***claim*** made against ***you*** during the ***period of insurance*** alleging infringement of copyright, patent or registered design committed in good faith by:

4.1 ***you***, or

4.2 ***your employee***
in connection with the ***business***

5 Loss of documents

5.1 ***We*** will pay the damages claimants' cost and/or ***defence costs*** that ***you*** become legally responsible to pay at law as a result of loss of any documents necessary for the carrying out of any ***specified professional activities***, whether owned by ***you*** or entrusted to ***you***, which are, or supposed or believed to be, in:

5.1.1 ***your p***ossession; or

5.1.2 the possession of any other party with whom the documents have been entrusted, lodged or deposited by you within the ***United Kingdom***;

that have been destroyed, damaged, lost or mislaid, and after diligent search cannot be found during the ***period of insurance***.

5.2 ***We*** will also pay the expenses incurred by ***you*** with ***our*** written consent, in replacing or restoring the documents.

5.3 But cover buy this Standard clause excludes and ***we*** will not indemnify ***you:***

5.3.1 unless the claim for expenses is supported by bills or accounts approved by ***us***;

5.3.2 if any claim is brought about by, or contributed to, by ***your*** dishonesty or that of a partner or ***employee;***

5.3.3 unless ***you***, after ***our*** payment of the claim, pass to ***us*** any rights of recovery that may exist;

5.3.4 any amount in excess of the sum stated in the schedule for all ***claims*** during one ***period of insurance***;

5.3.5 the ***excess*** of GBP250 in respect of each and every ***claim*** under this extension;

5.3.6 if any ***claim*** is covered by Section – Contract Works.

6 Mitigation of a loss

6.1 ***We*** will pay ***you*** for the loss or expense incurred by the ***you*** in connection with notifications made during the ***period of insurance*** with ***our*** prior written consent in respect of immediate necessary mitigating action taken prior to handover solely and exclusively to remedy defects in the works in order to mitigate a loss or potential loss that otherwise, in the absence of such action, would be the subject of a ***claim*** made against ***you*** and payable under this

policy. ***You*** must demonstrate to ***our*** reasonable satisfaction that such a ***claim*** would otherwise have been payable under this Section of the policy. Notwithstanding any other provision in this policy to the contrary, ***you*** must obtain ***our*** prior written consent as a condition precedent to any right to be indemnified under this clause.

6.2 ***We*** will also indemnify ***you*** on the basis detailed in the preceding paragraph for such loss and expense incurred over a period not exceeding fourteen (14) days, beginning from the time immediate necessary action to mitigate a loss was undertaken by ***you***, provided ***you*** can prove to ***us*** that such immediate necessary mitigating action reduced the amount of the loss that would otherwise have been paid under this Section of the policy in the absence of such immediate necessary mitigating action. No indemnity will be provided following the fourteen (14) day period referred to in the preceding paragraph where ***you*** have not obtained ***our*** written consent.

Exclusions

1 Asbestos

This section excludes ***liability*** for any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture of, mining of, processing of, use of, installation of, storage of, removal of, disposal of, distribution of, inspection of or testing of or exposure to asbestos, asbestos fibres, asbestos dust or asbestos containing materials but this exclusion will not apply to ***liability*** as described by Standard Clause – Asbestos accidental discovery.

2 Bodily injury and property damage

We will not pay any ***claim***, alleged ***claim***, liability, loss or ***defence costs*** directly or indirectly arising out of, or in any way involving ***bodily injury*** and/or property ***damage*** including loss of use thereof.

3 Dishonest, malicious, criminal or deliberate illegal acts

We will not pay any ***claim***, alleged ***claim***, liability, loss or ***defence costs*** directly or indirectly arising in connection with any dishonest, malicious, criminal or deliberate illegal acts ***you*** committed or illegal acts or omissions committed by others on ***your*** behalf except as provided for in Standard Clause – Dishonesty of employees.

4 E-Commerce

We will not pay any ***claim***, alleged ***claim***, liability, loss or ***defence costs***:

4.1 arising from loss, alteration or impairment of, or damage to, information and / or data in electronic form;

4.2 arising from malicious acts of any person carried out by electronic means;

4.3 for defamation or harassment carried out by electronic means.

5 Estimates of construction

We will not pay any ***claim***, alleged ***claim***, liability, loss or ***defence costs*** directly or indirectly arising from ***your*** negligence in connection with the estimates of construction costs unless the estimates are compiled by a properly qualified quantity surveyor. A properly qualified person will mean personnel with appropriate professional qualifications or not less than five (5) years relevant experience for the specific professional activities in which they are engaged.

6 Excess - the amount you must pay per claim

In the absence of any other express amount specified in any clause to this policy or ***your*** schedule ***we*** will not pay the ***excess*** of GBP2,500 each and every ***claim*** including ***defence costs***.

7 Express warranty or guarantees and contractual liability

We will not pay any ***claim***, alleged ***claim***, liability, loss or ***defence costs*** directly or indirectly arising from out of any express warranty or guarantee, or in any way involving contractual liability in respect of any:

7.1 fitness for purpose warranty;

7.2 indemnity, performance warranty or guarantee;

7.3 penalty clause or liquidated damages clause;
but only to the extent that such contractual liability is greater than the liability which would otherwise have arisen in the absence of the relevant contractual provision above.

8 Hazardous Activities

We will not pay any ***claim***, alleged ***claim***, liability, loss or ***defence costs*** of whatsoever nature directly or indirectly caused by or arising from work:

8.1 at height where the drop exceeds sixteen (16) metres;

8.2 involving the use of ropes, slings or cradles;

8.3 undertaken by ***you*** or anyone else connected with the ***business*** on or at any premises or structures used in connection with the production, processing, transportation or storage of gas, oil, petrol or chemicals (other than retail garages, shops or offices)

8.4 undertaken by ***you*** or anyone else connected with the ***business***:

8.4.1 ***offshore***;

8.4.2 on sites located ***airside***;

8.4.3 on, alongside or within 5 meters of any railway tracks that are open and not separated from the work by an unbroken brick wall or metal fencing except that this exclusion shall not apply to work on public railway stations;

8.4.4 on the site of any nuclear installation or establishment except that this exclusion does not apply to work in offices at a nuclear site.

9 Insolvency

We will not pay any ***claim***, alleged ***claim***, liability, loss or ***defence costs*** directly or indirectly arising from ***your insolvency***.

10 Insurance, finance or financial advice

We will not pay any ***claim***, alleged ***claim***, liability, loss or ***defence costs*** directly or indirectly arising from ***your*** negligence in connection with:

10.1 the effecting or maintenance of insurance; or

10.2 the provision of finance or advice on financial matters.

11 Known circumstances

We will not pay any ***claim***, alleged ***claim***, liability, loss or ***defence costs*** in connection with any ***claim*** or loss:

11.1 made, threatened or intimated against ***you*** prior to the ***period of insurance***;

11.2 directly or indirectly arising out of, or in any way involving any fact or ***circumstance***:

11.2.1 of which notice has been given, or ought reasonably to have been given, under any previous policy (whether insured by ***us*** or not); or

11.2.2 of which ***you*** first became aware prior to the ***period of insurance*** and which ***you*** knew or ought reasonably to have known had the potential to give rise to a ***claim*** or loss.

12 Legislation and regulation

We will not pay any ***claim***, alleged ***claim***, liability, loss or ***defence costs*** directly or indirectly arising out of your breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation including but not limited to:

12.1 the Employment Retirement Income Security Act 1974 and any amendment thereto, or any rules or regulations promulgated thereunder;

12.2 any actual or alleged violations of the Racketeer Influenced and Corrupt Organisation Act 18 USC Sections 1961 et seq. and any amendments thereto, or any rules or regulations promulgated thereunder;

12.3 any actual or alleged violation of any of the provisions of the Securities Act of 1933, the Securities Exchange Act 1934 or any similar Federal or State law or any common law relating thereto.

13 Liability arising out of employment

We will not pay any ***claim***, alleged ***claim***, liability, loss or ***defence costs*** directly or indirectly arising from liability to any employee, former employee or prospective employee in respect of employment-related libel, slander, humiliation or defamation, unfair or wrongful dismissal, repudiation or breach of any employment contract or arrangement, termination of a training contract or contract of apprenticeship, harassment, discrimination or like conduct.

14 Management liability

We will not pay any ***claim***, alleged ***claim***, liability, loss or ***defence costs*** caused by or arising from any personal liability incurred by all or any one of ***your*** directors or officers when:

14.1 acting in that capacity or managing ***your business***; or

14.2 in breach of their fiduciary duty, other than when performing a business activity for a client; or

14.3 making or issuing any statement, representation or information concerning ***your business*** contained in any accounts, reports or financial statements.

15 Nuclear Risks

We will not pay any ***claim***, alleged ***claim***, liability, loss or ***defence costs*** of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

15.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

15.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

16 North America

We will not pay any ***claim***, alleged ***claim*** or ***defence costs*** in the form of any kind of legal (including arbitration) or regulatory proceedings brought in ***North America*** or outside of ***North America*** to seek enforcement or upholding of a judgement, award or order made in ***North America***.

17 Pollution

We will not pay damages or ***defence costs*** or for any other loss, liability or expense for:

17.1 ***bodily injury***, loss of or damage to, or loss of use of property directly or indirectly caused by seepage, ***pollution*** or contamination;

17.2 the cost of removing, nullifying, or cleaning-up, seeping, ***polluting*** or contaminating substances.

18 Retroactive date – negligence before the date

We will not pay any ***claim***, alleged ***claim***, liability, loss or ***defence costs*** in connection with a claim made against ***you***, arising from any negligent acts or omissions which occurred before the retroactive date.

19 War and Terrorism

19.1 ***We*** will not pay any ***claim***, liability, loss or ***defence costs*** for all actual or alleged losses, liabilities, damages, injuries, ***defence costs*** directly or indirectly arising out of, contributed to or by, caused by, resulting from or in connection with ***war***, riot, strikes, civil commotion or any act of ***terrorism*** regardless of any other cause or event contributing concurrently or in any other sequence of the loss.

19.2 This Exclusion also excludes from coverage all actual or alleged losses, liabilities, damages, injuries, ***defence costs*** directly or indirectly arising out of, contributed to or by, caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to ***war***, riot, strikes, civil commotion or any act of ***terrorism***.

19.3 If ***we*** allege that by reason of this Exclusion any actual or alleged losses, liabilities, damages, injuries, ***defence costs*** are not covered by this Section the burden of proving the contrary shall be upon ***you***.

19.4 In the event that any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

20 Sub-Contractors Insurance Check

This Section excludes liability arising from or caused by professional work, as defined by ***Specified Professional Activities***, undertaken on ***your*** behalf in the course of the ***business*** by sub-contractors or consultants unless ***you*** have obtained evidence that all such sub-contractors or consultants hold and maintain their own Professional Indemnity Insurance that has a minimum ***limit of indemnity*** of not less than:

20.1 GBP100,000; or

20.2 the ***limit of indemnity*** specified in the schedule if that sum is greater than GBP100,000;
which ***limit of indemnity*** is defined as in the aggregate including ***defence costs***, during the ***period of insurance***

Helplines

DAS provide these services 24 hours a day, seven days a week during the ***period of insurance***. However, ***DAS*** may need to arrange to call ***you*** back depending on the enquiry. To help ***DAS*** check and improve their service standards, ***DAS*** record all inbound and outbound calls, except those to the counselling service.

DAS will not accept responsibility if the Helpline Services fail for reasons they cannot control. Please do not telephone to report a general insurance claim.

1.1 **Legal advice service** **Call 0844 893 0859**

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

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will call you back.

1.2 **Tax advice service** **Call 0844 893 0859**

DAS will give ***you*** confidential advice over the telephone on any tax matters affecting the ***business***, under the laws of the ***United Kingdom***.

Tax advice is provided by tax advisors 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will call you back.

1.3 **Counselling service** **Call 0844 893 9012**

DAS will provide ***your employees*** (including any members of their immediate family who permanently live with them) with a confidential counselling service over the telephone including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by ***DAS*.**

The counselling service helpline is open 24 hours a day, seven days a week.

1.4 **Employment manual**

The ***DAS*** Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit their 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 they will contact ***you*** by email to inform ***you*** of future updates to the information.

1.5 **DASbusinesslaw**

Using ***www.dasbusinesslaw.co.uk you*** can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by ***you*** using ***DAS'*** smart document builders. ***You*** can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help ***you*** keep ***your business*** one step ahead.

To access DASbusinesslaw, ***you*** will need to visit ***www.dasbusinesslaw.co.uk*** and register using the voucher code ***DAS472301*** and Policy Number ***TS5/6695190***. When prompted to input ***your*** company name, please insert the prefix ***QBE*** followed by the name of ***your business***. If ***you*** experience any problems accessing the service, please email the problem to businesslaw@das.co.uk, quoting ***your*** policy number.

Definitions to Legal Expenses Section

1 Appointed representative

Appointed representative means the ***preferred law firm***, law firm, ***tax consultancy***, accountant or other suitably qualified person ***we*** will appoint to act on the ***person insured's*** behalf.

2 Aspect enquiry

Aspect enquiry means an examination by HM Revenue & Customs which considers one or more specific aspects of ***your*** self-assessment and/or corporation tax return.

3 Cross-tax enquiry

Cross-tax enquiry means a ***full enquiry*** which includes a review of ***VAT*** and/or Employer Compliance.

4 DAS standard terms of appointment

DAS standard terms of appointment means the terms and conditions (including the amount ***DAS*** will pay to an ***appointed representative***) that apply to the relevant type of claim, which could include a conditional fee agreement (no-win, no-fee).

5 Date of occurrence

Date of occurrence means:

5.1 for civil cases (other than under insured incident – Tax protection), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating event, the ***date of occurrence*** is the date of the first of these events. (This is the date the event happened, which may be before the date ***you*** or a ***person insured*** first became aware of it);

5.2 for criminal cases, the date the ***person insured*** began, or is alleged to have begun, to break the law;

5.3 for insured incident – Statutory licence appeal, the date when ***you*** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel ***your*** licence or British Standard Certificate of Registration;

5.4 for insured incident – Tax protection, the date when HM Revenue & Customs, or the relevant authority, first notifies ***you*** of its intention to carry out an enquiry. For ***VAT disputes*** or ***employer compliance disputes***, the date the dispute arises during the ***period of insurance***;

5.5 for insured incident – Legal defence – Statutory notice appeals, the date when the ***person insured*** is issued with the relevant notice and has the right to appeal.

6 Employer compliance dispute

Employer compliance dispute means a dispute with HM Revenue & Customs concerning ***your*** compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

7 Full enquiry

Full enquiry means an extensive examination by HM Revenue & Customs which considers all aspects of ***your*** tax affairs and includes a request to examine all ***your*** books and records. Excludes an examination which is limited to one or more specific aspects of ***your*** self assessment and/or corporation tax return.

8 Legal expenses costs

Legal expenses costs means:

8.1.1 all reasonable and necessary costs chargeable by the ***appointed representative*** and agreed by ***us*** in accordance with the ***DAS standard terms of appointment***; and

8.1.2 the costs incurred by opponents in civil cases if the ***person insured*** has been ordered to pay them, or the ***person insured*** pays them with ***our*** agreement.

9 Person insured

Person insured means ***you*** and ***your*** directors, partners, managers, ***employees*** and any other individuals declared to ***us*** by ***you***.

10 Preferred law firm or tax consultancy

Preferred law firm or tax consultancy means a law firm, barristers' chambers or tax expert ***DAS*** chooses to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the ***person insured's*** claim and must comply with ***DAS'*** agreed service standard levels, which ***DAS*** audit regularly. They are appointed according to the ***DAS standard terms of appointment***.

11 Reasonable prospects

11.1 Reasonable prospects means, for civil cases, that the prospects the ***person insured*** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that ***DAS*** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. ***DAS***, or a ***preferred law firm or tax consultancy*** on their behalf, will assess whether there are ***reasonable prospects***.

11.2 For criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.

12 Territorial limits

12.1 For insured incidents - Legal defence; Absence from work and Bodily injury only - Territorial limit means:

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.

12.2 For all other insured incidents - Territorial limit means the ***United Kingdom*** unless otherwise stated by endorsement to this policy.

13 VAT

VAT means Value Added Tax under the Value Added Tax Act 2008.

14 VAT dispute

A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to ***your VAT*** affairs.

Legal expenses cover

This Section will cover the ***person insured*** in respect of any insured incident arising in connection with the ***business*** shown in the schedule provided that:

1.1 ***reasonable prospects*** exist for the duration of the claim;

1.2 the ***date of occurrence*** of the insured incident is during the ***period of insurance***;

1.3 any legal proceedings will be dealt with by a court, or other body which ***we*** agree to, within the ***territorial limits***; and

1.4 the insured incident happens within the ***territorial limits***.
For the purpose of this ***section*** 'insured incident' refers to the indemnity provided by:

1.4.1 Employment disputes and compensation awards

1.4.2 Legal defence

1.4.3 Statutory licence appeal

1.4.4 Property protection and bodily injury

1.4.5 Tax protection

1.4.6 Contract disputes

as described more fully hereunder.

1.5 **What we will pay**

We will pay an ***appointed representative***, on ***your*** behalf, ***legal expenses costs*** incurred following an insured incident, and any compensation awards that ***we*** have agreed to, provided that:

1.5.1 the most ***we*** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is shown as the limit of indemnity in the ***schedule***;

1.5.2 the most ***we*** will pay in ***legal expenses costs*** is no more than the amount we would have paid to a ***preferred law firm or tax consultancy***;

1.5.3 in respect of an appeal or the defence of an appeal, ***you*** must tell ***us*** within the time limits allowed that ***you*** want to appeal. Before ***we*** pay the ***legal expenses costs*** for appeals, ***we*** must agree that ***reasonable prospects*** exist;

1.5.4 for an enforcement of judgment to recover money and interest due to ***you*** after a successful claim under this policy, ***we*** must agree that ***reasonable prospects*** exist; and

1.5.5 where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most ***we*** will pay in ***legal expenses costs*** is the value of the likely award;

in respect of insured incident – Legal defence the maximum ***we*** will pay is the ***person insured's*** net salary or wages for the time that the ***person insured*** is absent from work less any amount the court pays.

1.6 **What we will not pay**

In the event of a claim, if ***you*** decide not to use the services of a ***preferred law firm or tax consultancy, you*** will be responsible for any costs that fall outside the ***DAS standard terms of appointment*** and these will not be paid by ***us.***

The total of the compensation awards payable by ***us*** shall not exceed £1,000,000 in any one ***period of insurance***.

1.7 **Employment disputes**

We will pay ***legal expenses costs*** defend ***your*** legal rights:

1.7.1 prior to the issue of legal proceedings in a court or tribunal following the dismissal of an ***employee***; or

1.7.2 in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or

1.7.3 in legal proceedings in respect of any dispute relating to:

a) a contract of employment with ***you***; or

b) an alleged breach of the statutory rights of an ***employee***, prospective ***employee*** or ex-***employee*** under employment legislation.

1.8 **Compensation awards**

We will pay:

1.8.1 any basic and compensatory award; and/or

1.8.2 an order for compensation following a breach of ***your*** statutory duties under employment legislation;

in respect of a claim ***we*** have accepted under the 'Employment disputes' clause provided that:

1.8.3 in cases relating to performance and/or conduct, ***you*** have throughout the employment dispute either:

a) followed the ACAS Code of Disciplinary and Grievance Procedures; or

b) followed equivalent codes of practice issued by the labour relations agency in Northern Ireland; or

c) sought and followed advice from ***our*** legal advice service.

1.8.4 for an order of compensation following ***your*** breach of statutory duty under employment legislation ***you*** have at all times sought and followed advice from ***our*** legal advice service since the date when ***you*** should have known about the employment dispute.

1.8.5 for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, ***you*** have sought and followed advice from ***our*** claims department prior to serving notice of redundancy.

1.8.6 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 ***us.***

1.8.7 the total of the compensation awards payable by ***us*** shall not exceed £1,000,000 in any one ***period of insurance***.

1.9 **Employee civil legal defence**

We will pay ***legal expenses costs*** to defend the ***person insured's*** (other than ***your***) legal rights if:

1.9.1 an event arising from their work as an ***employee*** leads to civil action being taken against them under legislation for unlawful discrimination; or

1.9.2 civil action is taken against them as a trustee of a pension fund set up for the benefit of ***your employees***.

Please note that ***we*** will only provide cover for a ***person insured*** (other than ***you***) at ***your*** request.

1.10 **Service Occupancy**

We pay ***legal expenses costs*** to pursue a dispute against an ***employee*** or ex-***employee*** to recover possession of premises owned by, or for which ***you*** are responsible.

2 Legal defence

*At **your** request:*

2.1 ***We*** will pay ***legal expenses costs*** to defend the ***person insured's*** legal rights:

2.1.1 prior to the issue of legal proceedings when dealing with the:

a) police;

b) Health and Safety Executive and/or Local Authority Health and Safety Officer;

*where it is alleged that the **person insured** has or may have committed a criminal offence; or*

following an event which leads to the ***person insured*** being prosecuted in a court of criminal jurisdiction (please note ***we*** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the ***business*** shown in the ***schedule***); or

2.1.2 if civil action is taken against the ***person insured*** for compensation under section 13 of the Data Protection Act 1998. ***We*** will also pay any compensation award made against the ***person insured*** under section 13 of the Data Protection Act 1998;or

2.1.3 in an appeal against the refusal of the Information Commissioner to register ***your*** application for registration.

2.2 ***We*** will pay ***legal expenses costs*** to defend ***your*** legal rights following civil action taken against ***you*** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the ***period of insurance*.**

2.3 ***We*** will represent the ***person insured*** in appealing against the imposition or terms of any statutory notice issued under legislation affecting ***your business*** except for any claim in connection with ***your*** license, mandatory registration or British Standard Certificate of Registration, or a Statutory Notice issued by a ***person insured's*** regulatory or governing body.

2.4 ***We*** will pay for a ***person insured's*** absence from work:

2.4.1 to perform jury service; or

2.4.2 to attend any court or tribunal at the request of the ***appointed representative***.

*The maximum **we** will pay is the **person insured's** net salary or wages for the time that they are absent from work less any amount **you**, the court or tribunal, have paid them.*

Provided that:

2.4.3 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;

2.4.4 in respect of any civil action under the Data Protection Act 1998, at the time of the insured incident ***you*** have registered with the Information Commissioner.

3 Statutory licence appeal

We will pay ***legal expenses costs*** to defend ***your*** legal rights in appealing to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel ***your*** licence, mandatory registration or British standard certificate of registration.

4 Property protection and bodily injury

4.1 **Property protection**

We will pay ***legal expenses costs*** to defend for ***your*** legal rights in any civil action relating to material property which is owned by ***you***, or is ***your*** responsibility, following:

4.1.1 any event which causes physical damage to such material property; or

4.1.2 a legal nuisance (meaning any unlawful interference with ***your*** use or enjoyment of ***your*** land, or some right over, or in connection with it); or

4.1.3 a trespass.

*Please note that **you** must have established the legal ownership or right to the land that is the subject of the dispute.*

4.2 **Bodily injury**

At ***your*** request, ***we*** will pay ***legal expenses costs*** for a ***person insured's*** and their family members' legal rights following a specific or sudden accident that causes the death of, or ***bodily injury*** to, them.

5 Tax protection

We will pay ***legal expenses costs*** incurred by a ***person insured*** arising out of:

5.1 A **full enquiry or aspect enquiry.**

5.2 A **cross-tax enquiry.**

5.3 An **employer compliance dispute.**

5.4 A **VAT dispute.**

Provided that:

5.4.1 ***you*** have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed; and

5.4.2 ***we*** will not pay more than £2,000 for claims in respect of ***aspect enquiries*****.**

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

6 Contract disputes

We will pay ***legal expenses costs*** to defend ***your*** legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by ***you*** or on ***your*** behalf for the purchase, hire, sale or provision of goods or of services provided that:

6.1.1 the amount in dispute exceeds £250 (including ***VAT***). If the amount in dispute exceeds £5,000 (including ***VAT***), ***you*** will be responsible for the first £250 of ***legal expenses costs*** in each and every dispute.

6.1.2 if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250 (including ***VAT***).

6.1.3 if the dispute relates to money owed to ***you,*** a claim under this ***section*** is made within ninety (90) days of the money becoming due and payable.

Specific Legal expenses limitations and exclusions

This ***section*** excludes and does not cover:

1.1 **Employment disputes and compensation awards**

1.1.1 **Employment disputes**

a) A dispute where the cause of action arises within the first ninety (90) days of the start of the cover provided by this ***section***.

b) A dispute with an ***employee*** under a written or oral warning (formal or informal) within one hundred and eighty (180) days immediately before the start of the cover provided by this ***section*** if the ***date of occurrence*** was within the first one hundred and eighty (180) days of the start of the cover provided by this ***section***.

c) Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first one hundred and eighty (180) days of the start of the cover provided by this ***section***.

d) Any claim in respect of damages for personal injury or loss of or damage to property.

e) Any claim arising from or relating to the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

1.1.2 **Compensation awards**

a) Any compensation award relating to the following:

i) trade union activities, trade union membership or non-membership;

ii) pregnancy or maternity rights, paternity, parental or adoption rights;

iii) health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;

iv) statutory rights in relation to trustees of occupational pension schemes;

b) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.

c) Any award ordered because ***you*** have failed to provide relevant records to ***employees*** under the National Minimum Wage laws.

d) Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a current or previous recommendation it has made.

1.1.3 **Service occupancy**

Any claim relating to defending ***your*** legal rights other than defending a counter-claim.

1.2 **Legal defence**

1.2.1 Any claim which leads to the ***person insured*** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

1.2.2 Any claim related to an appeal against the imposition of terms of any Statutory Notice issued in connection with your license, mandatory registration or British Standard Certificate of Registration.

1.2.3 Any claim relating to a Statutory Notice issued by a ***person insured's*** regulatory or governing body.

1.3 **Statutory licence appeal**

1.3.1 Assistance with the application process either in relation to an original application or application for renewal of a statutory licence, mandatory registration or British standard certificate of registration.

1.3.2 Any licence appeal relating to the ownership, driving or use of a motor vehicle.

1.4 **Property protection and bodily injury**

1.4.1 Property Protection

Any claim relating to the following:

a) a contract entered into by ***you***;

b) goods in transit or goods lent or hired out;

c) goods at premises other than those occupied by ***you*** unless the goods are at such premises for the purpose of installations or use in work to be carried out by ***you***;

d) mining subsidence;

e) defending ***your*** legal rights other than in defending a counter-claim;

f) a motor vehicle owned or used by, or hired or leased to a ***person insured*** other than damage to motor vehicles where ***you*** are engaged in the business of selling motor vehicles.

g) the enforcement of a covenant by or against ***you.***

1.4.2 Bodily injury

Any claim relating to the following:

a) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident;

b) defending a ***person insured's*** or their family members' legal rights other than in defending a counter-claim;

c) clinical negligence;

d) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury.

1.5 **Tax protection**

1.5.1 The first £200 of ***legal expenses costs*** of each and every claim in respect of ***aspect enquiries***.

1.5.2 Any tax avoidance schemes.

1.5.3 Any failure to register for ***VAT*** or Pay as You Earn.

1.5.4 Any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office.

1.5.5 Any claim relating to import or excise duties and import ***VAT***.

1.5.6 Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

1.6 **Contract disputes**

1.6.1 a dispute arising from an agreement entered into prior to the start of the cover provided by this ***section*** if the ***date of occurrence*** is within the first ninety (90) days of the cover provided by this ***section***.

a) the settlement payable under an insurance policy (***we*** will cover a dispute if ***your*** insurer refuses your claim, but not for a dispute over the amount of the claim).

b) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, ***we*** will cover a dispute with a professional adviser in connection with these matters.

c) a loan, mortgage, pension, guarantee or any other financial product and choses in action.

d) a motor vehicle owned by, or hired or leased to ***you*** other than agreements relating to the sale of motor vehicles where ***you*** are engaged in the business of selling motor vehicles.

1.6.2 a dispute with an ***employee*** or ex-***employee*** which arises out of, or relates to, a contract of employment with ***you***.

1.6.3 a dispute which arises out of the:

a) sale or provision of computer hardware,

b) software, systems or services; or

c) the purchase or hire of computer hardware, software, systems or services tailored by a supplier to ***your*** own specification.

1.6.4 a dispute arising from a breach or alleged breach of professional duty by a ***person insured***.

1.6.5 the recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.

Legal expenses other terms and conditions

1.1 On receiving a claim, if representation is necessary, ***we*** will appoint a ***preferred law firm or tax consultancy*** or in-house lawyer as ***your appointed representative*** to deal with ***your*** claim. They will try to settle ***your*** claim by negotiation without having to go to court.

1.1.1 If the appointed ***preferred law firm or tax consultancy*** or ***our*** in-house lawyer cannot negotiate settlement of ***your*** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then ***you*** may choose a law firm or tax expert to act as the ***appointed representative***. ***We*** will choose the ***appointed representative*** to represent ***you*** in any proceedings where ***we*** are liable to pay a compensation award.

1.1.2 If ***you*** choose a law firm as ***your appointed representative*** who is not a ***preferred law firm or tax consultancy***, ***we*** will give ***your*** choice of law firm the opportunity to act on the same terms as a ***preferred law firm or tax consultancy***. However if they refuse to act on this basis, the most ***we*** will pay is the amount ***we*** would have paid if they had agreed to the ***DAS standard terms of appointment***.

1.1.3 The ***appointed representative*** must co-operate with ***us*** at all times and must keep ***us*** up to date with the progress of the claim.

1.2 A ***person insured*** must:

1.2.1 co-operate fully with ***us*** and the ***appointed representative***; and

1.2.2 give the ***appointed representative*** any instructions that ***we*** ask ***you*** to.

1.3 A ***person insured*** must tell ***us*** if anyone offers to settle a claim and must not negotiate or agree to any settlement without ***our*** written consent.

1.3.1 If a ***person insured*** does not accept a reasonable offer to settle a claim, ***we*** may refuse to pay further ***legal expenses costs***.

1.3.2 ***We*** may decide to pay a ***person insured*** the reasonable value of the claim that the ***person insured*** is claiming or is being claimed against them instead of starting or

continuing legal action. In these circumstances a ***person insured*** must allow ***us*** to take over and pursue or settle a claim in their name. A ***person insured*** must allow ***us*** to pursue at ***our*** own expense and for their benefit, any claim for compensation against any other person and a ***person insured*** must give ***us*** all the information and help ***we*** need to do so.

1.3.3 Where a settlement is made on a without-costs basis ***we*** will decide what proportion of that settlement will be regarded as ***legal expenses costs*** and payable to ***us***.

1.4 A ***person insured*** must:

1.4.1 instruct the ***appointed representative*** to have ***legal expenses costs*** taxed, assessed or audited if ***we*** ask for this; and

1.4.2 must take every step to recover ***legal expenses costs*** and court attendance and jury service expenses that ***we*** have to pay and must pay ***us*** any amounts that are recovered.

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

1.6 If a ***person insured*** settles a claim or withdraws their claim without ***our*** agreement, or does not give suitable instructions to the ***appointed representative, we*** can withdraw cover and will be entitled to reclaim any ***legal expenses costs we*** have paid.

1.7 ***We*** may require ***you*** to get, at ***your*** own expense, an opinion from an expert, that ***we*** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by ***us*** and the cost agreed in writing between ***you*** and ***us***. Subject to this ***we*** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that ***you*** will recover damages (or obtain any other legal remedy that ***we*** have agreed to) or make a successful defence.

1.8 If there is a disagreement between ***you*** and ***us*** about the handling of a claim and it is not resolved through ***our*** internal complaints procedure and ***you*** are a small business, ***you*** can contact the Financial Ombudsman Service for help. Details available from www.financial-ombudsman.org.uk. Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by ***you*** and ***us***. If there is a disagreement over the choice of arbitrator, ***we*** will ask the Chartered Institute of Arbitrators to decide.

1.9 A ***person insured*** must:

1.9.1 keep to the terms and conditions of this ***section****;*

1.9.2 take reasonable steps to avoid and prevent claims;

1.9.3 take reasonable steps to avoid incurring unnecessary costs;

1.9.4 send everything ***we*** ask for in writing, and

1.9.5 report to ***us*** full and factual details of any claim as soon as possible and give ***us*** any information ***we*** need.

1.10 ***We*** will not pay the claim if a claim the ***person insured*** has made to obtain benefit under this ***section*** is fraudulent or intentionally exaggerated, or a false declaration or statement is made in support of a claim.

1.11 Apart from ***us, you*** are the only person who may enforce all or any part of this ***section*** and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this ***section*** in relation to any third-party rights or interest.

1.12 If any claim covered under this ***section*** is also covered by another policy, or would have been covered if this ***section*** did not exist, ***we*** will only pay ***our*** share of the claim even if the other insurer refuses the claim.

1.13 This policy is governed by the law that applies in the part of the ***United Kingdom***, Channel Islands or Isle of Man where ***your business*** is registered. Otherwise the law of England and Wales applies. All Acts of Parliament mentioned in this ***section*** include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

EXCLUSIONS

This ***section*** excludes and does not cover:

1.1 **Late reported claims**
Any claim reported to ***us*** more than one hundred and eight (180) days after the date the ***person insured*** should have known about the insured incident.

1.2 **Costs we have not agreed**
Legal expenses costs incurred before ***our*** written acceptance of a claim.

1.3 **Court awards and fines**
Fines, penalties, compensation or damages which the ***person insured*** is ordered to pay by a court or other authority, other than compensation awards covered under insured incident – Employment disputes and compensation awards and insured incident – Legal defence.

1.4 **Legal action we have not agreed**
Legal action a ***person insured*** takes which ***we*** or the ***appointed representative*** have not agreed to, or where the ***person insured*** does anything that hinders ***us*** or the ***appointed representative***.

1.5 **Intellectual property rights**
Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

1.6 **Deliberate acts**
Any insured incident deliberately or intentionally caused by a ***person insured***.

1.7 **Franchise or agency agreements**
Any claim relating to rights under a franchise or agency agreement entered into by ***you***.

1.8 **A dispute with DAS**
A dispute with ***us*** not otherwise covered under clause 21.8 of 'Legal expenses other terms and conditions'.

1.9 **Shareholding or partnership disputes**
Any claim relating to a shareholding or partnership share in the ***business*** shown in the ***schedule***.

1.10 **Judicial review**
Legal expenses costs arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

1.11 **Nuclear, war and terrorism risks**
Any claims caused by, contributed to by or arising from:

1.11.1 ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;

1.11.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;

1.11.3 ***war***;

1.11.4 ***terrorism***;

1.11.5 pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

1.12 **Bankruptcy**
Any claim where either at the start of, or during the course of the claim, ***you***:

1.12.1 are declared bankrupt;

1.12.2 have filed a bankruptcy petition;

1.12.3 have filed a winding-up petition;

1.12.4 have made an arrangement with your creditors;

1.12.5 have entered into a deed of arrangement;

1.12.6 are in liquidation;

1.12.7 part of all of ***your*** affairs or property are in the care or control of a receiver or administrator.

1.13 **Defamation**
Any claim relating to written or verbal remarks that damage the ***person insured***'s reputation.

1.14 **Calendar date devices**
Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

1.15 **Litigant in person**
Any claim where a ***person insured*** is not represented by a law firm, barrister or tax expert.

Definitions to Property All Risks Section

1 Consignment

Consignment means all goods sent at one time in one load from one address to one destination.

2 Contents

Contents means all contents belonging to ***you*** or for which ***you*** are responsible used in connection with the ***business*** at the ***premises*** including:

2.1 **Machinery**
Machinery means machinery and plant, tenants' improvements, alterations, fixtures and fittings.

2.2 **Electronic business equipment and computers**
Electronic business equipment and computers means:

2.2.1 Electronic business equipment comprising printers, photocopiers, facsimile machines and telecommunications systems.

2.2.2 Computers comprising computer equipment, personal computers, word processing equipment, lap top computers, computer aided design equipment, keyboards, visual display units, desk top publishing equipment, graphic design equipment, and electronic imaging equipment.

2.3 **Stock**
Stock means stock and materials in trade including work in progress and goods in trust.

2.4 **Non-ferrous metals**
Non-ferrous metals means stock and materials in trade consisting of non-ferrous metals other than aluminium.

2.5 **Portable tools**
Portable tools means portable hand tools and ladders (including power driven portable hand tools), business and office equipment, computer equipment and software either the property of you and/or ***your*** employees or hired in for which ***you*** and/or ***your*** employees are responsible under a written contract of hire.

2.6 **Portable electronic business equipment**
Portable electronic business equipment means portable electronic business equipment comprising lap top computers, electronic note pads, modems, facsimile machines, mobile phones, satellite navigation equipment, pagers, dictation machines and calculators used in connection with the ***business*** which belong to ***you*** or ***your employees*** or for which ***you*** or ***your employee***s are responsible.

2.7 **All other contents**
All other contents means the following property:

2.7.1 documents, deeds, manuscripts and ***business*** books, but only for the value of the materials as stationery, together with the cost of clerical labour expended in writing them up and not for the value of the information they may contain;

2.7.2 computer systems records, but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing the records and not for the value of the information they may contain, for an amount not exceeding GBP50,000 (excluding any expenses in connection with the production of information to be recorded) provided that you back-up at least weekly the latest updated data onto a disk and maintain this away from the ***premises***;

2.7.3 patterns, models, moulds, plans and designs for an amount not exceeding the cost of the labour and materials expended in reinstatement;

2.7.4 clothing and personal effects belonging to ***you*** or ***your employees*** for an amount not exceeding GBP1,000 in respect of the property of any one person but excluding property more specifically insured.

Cover

We will indemnify ***you*** in accordance with the terms of Standard Clause - Basis of settlement for ***damage*** to the ***property insured*** by an ***insured event*** occurring at the ***premises***. ***Our*** maximum liability shall not exceed the sum insured stated in the schedule.

The following Conditions must be complied with before ***we*** can confirm that we will deal with any claim under this Section. Breach of these conditions will entitle ***us*** to refuse to deal with the relevant claim.

1 Minimum standards of security

1.1 As regards ***damage*** to the property insured at the ***premises*** caused by or arising from or contributed to by the perils of theft or attempted theft, which occurs more than thirty (30) days after the inception of this policy, it is agreed as a condition precedent to ***our*** liability under this insurance that ***you*** will operate the minimum standard of security as detailed below. Any alternative methods of securing the premises must be agreed in writing by ***us***.

1.2 ***You*** must make sure these measures are put into full and effective operation when the ***premises*** are closed for ***business*** or unattended and all keys removed to a secure place.

1.3 Any door or window designated as a fire exit by any person who is legally responsible for fire safety at the ***premises*** under current fire legislation is excluded from these requirements however any such doors or windows must be secured by a proprietary emergency escape mechanism.

1.3.1 All hinged final exit doors are secured as follows;

a) Timber doors – by a mortice deadlock certified as meeting BS3621 and where the frame, or if a double door, the receiving door, has a boxed striking plate

b) Aluminium or UPVC framed doors – by a cylinder operated multipoint mortice deadlock. For double doors, the first closing section must have integral or surface mounted bolts which shoot into the frame at the top and the floor at the bottom of the door. The final closing section must have a cylinder operated multipoint mortice deadlock.

c) Double leaf doors – by the first closing leaf having a multi-point security device operated by a central handle secured by a cylinder lock or, fitted at top and bottom of the leaf, flush or barrel bolts. The final closing leaf to be secured as i) or ii) above. Alternatively each leaf to be fastened to the other by means of a centrally positioned hardened steel padlock bar secured by a closed shackle padlock

1.3.2 All other hinged external doors and internal doors leading to areas of the ***premises*** not occupied by you, common areas, or to other premises, are secured by;

a) The means set out in a) above; or

b) Secured internally by lockable bolts or key operated mortice rack bolts fitted at the top and bottom of the door

1.3.3 All opening basement and ground floor windows or opening upper storey windows which can be reached by a person standing on adjacent or adjoining lower storey roofs or other structural features, are secured by a window lock or lockable fastening device or are screwed permanently shut from the inside or are protected by solid steel bars weld mesh or expanded metal grilles securely fixed to brickwork surrounding the window

1.3.4 Opening roof lights are to be secured using a proprietary fastening device

1.3.5 Roller shutters – for electrically operated roller shutters, you must fit a key operated isolation switch to the electricity supply to the controls. Where this is not fitted then one of the measures for manually operated roller shutters must be installed. For manually operated roller shutters you must;

a) Fit key operated pinson or bullet locks; or

b) Secure the chain of the door to the wall bracket by a good quality open shackle padlock; or

c) Fit a bolt to the shutter door internally with the bolt engaging into the door runner and padlocked into position using a padlock conforming to BS EN 12320 Security Grade 4.

2 Storage

Stock in any basement or cellar is raised at least 15cms above the floor.

3 Waste

3.1 all waste materials are swept up daily and kept in a proprietary waste container

3.2 all oily and greasy cleaning waste and wipes are kept in metal receptacles with metal lids and removed from the ***buildings*** at least once a week.

Standard Clauses

1 Automatic reinstatement of sum insured

The sums insured by this section will be automatically reinstated by the amount of any claim provided that ***you*** pay such extra premium as may be required.

2 Basis of settlement

2.1 Reinstatement
In the event of ***damage*** to property insured other than ***stock*** and personal effects the basis upon which the amount payable will be calculated is as follows:

2.1.1 on ***electronic business equipment and computers*** the cost of repairing or replacing of the ***damaged electronic business equipment and computers*** however if the ***electronic business equipment and computers*** so damaged be obsolete at the time of loss and beyond economic repair, ***we*** agree to the replacement of damaged ***electronic business equipment and computers*** with items that fulfils the same function and has the same cost as that damaged when new.

2.1.2 On all other ***property insured***:

a) where property is destroyed - the rebuilding of the property, if a building, or in the case of other property, its replacement by similar property, (in either case in a condition equal to, but not better or more extensive than its condition when new);

b) where property is damaged - the repair of the ***damage*** and the restoration of the damaged portion of the property to a condition substantially the same, but not better or more extensive than its condition when new;

provided that:

2.2 any work of rebuilding or restoration (which may be carried out on another site and in any manner suitable to ***your*** requirements subject to ***our*** liability not being increased) is commenced and carried out with reasonable dispatch;

2.3 where property insured is damaged or destroyed in part only, ***our*** liability does not exceed the sum representing the cost which could have been paid if the property had been wholly destroyed;

2.4 no payments are made until rebuilding or restoration costs have actually been incurred;

2.5 if at the time of rebuilding, restoration or repair, the sum representing 85 per cent of the cost which would have been incurred in reinstatement if the whole of the ***building*** or ***contents*** insured by any item had been destroyed, exceeds the sum insured by such item at the time of the ***damage***, then the amount payable will be proportionally reduced.

2.6 Indemnity

In the event of ***damage*** to ***stock*** and personal effects the basis upon which the amount payable will be calculated will be as follows:

2.6.1 On ***stock***:

i) if repaired or replaced, the actual expenditure incurred in repairing or replacing the ***damaged stock***; or

ii) if not repaired or replaced, the amount it would cost to repair or replace the ***stock,*** on the date of the ***event***, with ***stock*** of like kind and quality, less deduction for wear and tear;

2.6.2 on personal effects, the cost of repair or current replacement value less deduction for wear and tear.

Where for any reason a payment cannot be made in accordance with the above ***our*** liability will be arrived at as if this Basis of Settlement clause had not been incorporated and will be subject to the terms and conditions of the policy wording including condition of Average (see General Conditions).

3 Breakdown of electronic business equipment and computers

Cover is extended to include ***damage*** to any item of ***electronic business equipment and computers*** as a result of its ***breakdown*** at the ***premises****, provided that:*

3.1 it has been installed and is being operated in accordance with the manufacturer's instructions;

3.2 such ***breakdown*** is not the subject of:

3.2.1 a guarantee or warranty provided by the manufacturer or supplier; or

3.2.2 a repair available under a maintenance contract;

3.3 such breakdown does not occur during dismantling, erection or installation of the ***electronic business equipment and computers*** unless such dismantling, erection or installation is a part of any process of adjusting, cleaning or repairing.
Our maximum liability shall not exceed the ***sub-limit*** of GBP50,000 any one ***event*** nor in aggregate in any one ***period of insurance***.

SPECIAL CONDITION
The insurance provided by this Standard Clause is subject to ***you*** effecting and keeping in force a maintenance contract in respect of all ***electronic business equipment and computers*** with the manufacturer of the items or a reputable electronic engineer to service the items at least once every twelve months.

4 Capital additions

Cover is extended to include alterations, additions and improvements (but not appreciation in value) in excess of the sums insured on ***buildings*** and ***machinery*** insured by this section.

This is limited to an amount not exceeding ten (10) per cent of the relevant sum insured, provided that ***you*** advise ***us*** as soon as practicable of any alterations, additions and improvements and pay any additional premium that may be required.

5 Changing locks

This insurance includes the reasonable cost of replacing door locks, safe or strong room locks at the ***premises*** following the loss of keys up to the ***sub-limit*** of GBP2,500 any one ***insured event***:

5.1 by accidental loss or theft from the ***premises***, ***your*** home or ***your*** authorised ***employees'*** homes

5.2 theft following a hold-up whilst such keys are in ***your*** personal custody or that of any authorised ***employee***;

6 Contract price

In respect of goods sold but not delivered for which ***you*** are responsible under the conditions of sale, where the sale contract is cancelled as a result of total, or to the extent of partial, ***damage*** covered by this section, ***we*** will only be liable for an amount based on the contract price, which will be subject to Average.

7 Customers goods

Your having intimated to ***your*** customers that ***you*** will accept responsibility for ***damage*** to goods the property of such customers or for which the said customers may be legally responsible (whether manufactured by ***you*** or not) upon which work is to be, is being or has been done on behalf of the customer by ***you*** or which may be left in ***your*** hands for storage or dispatch or otherwise temporarily in ***your*** custody, it is hereby declared that all such goods shall be held to be insured by the items of the schedule covering ***stock*** except in so far as they shall be more specifically otherwise insured.

8 Day one reinstatement basis (non-adjustable)

8.1 This clause is applicable to ***machinery*** and ***electronic business equipment and computers*** where ***you*** having stated in writing the declared value incorporated in each item of ***property insured*** to which this clause applies, the premium has been calculated accordingly.

8.2 Declared value shall mean ***your*** assessment of the cost of reinstatement of the property insured arrived at in accordance with the Basis of Settlement clause at the level of costs applying at inception of ***the period of insurance*** (ignoring inflationary factors which may operate subsequently) together with, if insured hereby, due allowance for:

8.2.1 the additional costs of reinstatement to comply with Public Authority requirements;

8.2.2 architects and surveyors' fees;

8.2.3 debris removal costs.

8.3 At inception of each ***period of insurance you*** will notify ***us*** of the ***declared value*** of each item of property insured to which this clause applies. In the absence of such a declaration the last amount declared by ***you*** shall be taken as the ***declared value*** for the ensuing ***period of insurance***.

8.4 Each item of property insured to which this clause applies is declared to be separately subject to the following Condition of Average:
If at the time of damage the ***declared value*** of the property insured is less than the cost of reinstatement (to be assessed as stated above) at inception of the ***period of insurance*** then ***our*** liability for any loss hereby insured shall be limited to that proportion thereof which the ***declared value*** bears to the cost of reinstatement.

8.5 In the event of ***damage our*** liability in respect of property insured to which this clause applies shall not exceed the sum insured increased by fifteen percent (15%) in respect of each separate ***premises***.

9 Debris removal

Cover is extended to include expenses necessarily incurred in removing debris, cleaning of drains and sewers, dismantling or demolishing and shoring-up or propping or fencing of the items insured as a result of ***damage*** insured by this Section, provided that the total amount recoverable under any of the items insured does not exceed the sum insured.

We will not pay for any costs or expenses:

9.1 incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site;

9.2 arising from pollution or contamination of property not insured by this section;

9.3 of temporary boarding up of windows as part of a claim for breakage of glass if this insurance includes glass damage.

10 Designation

For the purpose of determining where necessary the heading under which any property is insured, it is agreed to accept the designation under which such property has been entered in ***your*** books.

11 Electronic business equipment and computers

Cover is extended to include ***damage*** to ***electronic business equipment and computers*** whilst at ***your premises*** provided that ***our*** maximum liability under this Standard Clause shall not exceed the ***sub-limit*** of GBP5,000 any one ***insured event***.

12 European Union and public authorities

Cover in respect of ***buildings and machinery*** extends to include such additional cost of reinstatement of the destroyed or damaged property as may be incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Parliament or with bye-laws of any municipal or local authority or European Union directive provided that:

12.1 the amount recoverable under this clause shall not include:

12.1.1 the cost incurred in complying with any of the aforesaid regulations, bye-laws or directive;

a) in respect of ***damage*** occurring prior to the granting of this clause;

b) in respect of ***damage*** not insured by this section;

c) under which notice has been served upon ***you*** prior to the happening of the ***damage***;

d) in respect of undamaged property or undamaged portions of property other than foundations of that portion of the property damaged.

12.1.2 the additional cost that would have been required to make good the property damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations, bye-laws or directives not arisen;

12.1.3 the amount of any tax, rate, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations, bye-laws or directives referred to.

12.2 the work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve (12) months after the ***damage*** or within such further time as ***we*** may (during the said twelve months) in writing allow and may be carried out wholly or partially at another ***premises*** (if the aforesaid regulations, bye-laws or directives so necessitate) subject to ***our*** liability under this clause not being thereby increased.

12.3 if ***our*** liability under any item of ***property insured*** apart from this clause is reduced by the application of any of the terms and conditions of this Section, then ***our*** liability under this clause in respect of such item shall be reduced in like proportion.

12.4 the total amount recoverable under any item of the schedule shall not exceed the ***sum insured*** thereby.

12.5 all of the conditions of this Section and the policy except in so far as they may be hereby expressly varied, shall apply as if they had been incorporated herein.

13 Fire extinguishment expenses and damage caused by emergency services

Cover is extended to include where not otherwise recoverable:

13.1 extinguishment expenses reasonably incurred by the ***insured*** in order to minimise ***damage****;*

13.2 expenses incurred in recharging or repairing ***damage*** to any gas or sprinkler fire extinguishment system;

13.3 damage to lawns gardens playing surfaces and landscaped areas car parks private roads and pathways at the ***premises*** caused by emergency service vehicles while attending an incident involving ***damage*** for which ***we*** have accepted a claim under this Section;

13.4 costs and expenses reasonably incurred by the ***insured*** to upgrade or improve any gas or sprinkler fire extinguishment rendered necessary to comply with regulation introduced after the installation of the original system following an incident involving ***damage*** for which ***we*** have accepted a claim under this Section;

13.5 except that ***our*** liability for costs and expenses relating to:
13.5.1 the first three paragraphs above and ***damage*** will not exceed GBP20,000; or
13.5.2 the final paragraph above will not exceed GBP50,000;
during any one ***period of insurance***.

14 Fire protection and extinguishing appliances

In respect of all fire extinguishing and protection appliances at the ***premises you*** undertake to:

14.1 ensure that the appliances are installed to scale

14.2 ensure that the appliances are maintained in accordance with manufacturers' instructions

14.3 remedy promptly any defect disclosed by routine inspection
this section shall not be invalidated by any defect in any of the said appliances due to any circumstances unknown to ***you*** or beyond ***your*** control.

15 Glass

Cover is extended to include:

15.1 breakage of all fixed glass and ***damage*** to window and door frames, together with the necessary cost of boarding up prior to replacement of damaged glass

15.2 ***damage*** to fixed wash basins, lavatory bowls and cisterns owned by ***you*** or for which ***you*** are responsible at the ***premises***

15.3 ***damage*** to neon and illuminated signs and electric light fitments.

15.4 ***damage*** by impact or falling glass to:
15.4.1 the framework and fittings of the ground floor frontage
15.4.2 goods on display in windows
provided that ***our*** maximum liability shall not exceed the ***sub-limit*** of GBP2,500 any one ***insured event***.

16 Hire agreements

In consequence of certain property insured under this Section being the subject of hire agreements, it is understood and agreed that the interest of the owners is deemed to be included in the protection afforded by this Section, it being understood that you will declare the name of any other interested party in the event of ***damage***.

17 Machinery re-erection

17.1 In the event of damage to the ***property insured***, ***we*** will provide indemnity to the ***insured*** for costs of dismantling, re-erecting and resetting machinery that has not sustained ***damage***, but where such dismantling is necessary in order to gain access to and repair or reinstate damaged ***property insured***.

17.2 Provided that:
17.2.1 Such machinery is deemed to be undamaged and in working order prior to such dismantling, re-erecting and resetting;
17.2.2 ***we*** shall not provide indemnity for any ***damage*** to the machinery caused during such dismantling, re- erection and resetting;

17.2.3 Such costs shall be in addition to the ***sum(s) insured*** but subject to the ***sub-limit*** of GBP10,000 any one ***insured event***.

18 Metered water or gas loss

Cover is extended to pay water or gas charges that ***you*** are unable to recover from any other party

18.1 measured by the utility meter and

18.2 levied against ***you***
as a result of the loss of water or gas due to ***damage*** at the ***premises*** provided that ***we*** shall not be liable for any amount in excess the ***sub-limit*** of GBP2,500 any one ***insured event***.

19 Mortgagees and other interests

The interest of the leaseholder(s), mortgagee(s) and tenant(s) in the individual portions of the property insured to which their interest applies is noted, such interest to be advised to us in the event of a claim. In addition, ***your*** interest or that of the mortgagee(s) in this insurance shall not be prejudiced by any act or neglect of the occupier (s) or mortgagor(s) of any ***building*** hereby insured whereby the risk of ***damage*** is increased without ***your*** authority or knowledge or that of the mortgagee(s) provided that ***you*** or the mortgagee(s) shall immediately on becoming aware thereof give notice in writing to ***us*** and on demand pay such reasonable additional premium as ***we*** may require.

20 Non-ferrous metal

Cover includes ***damage*** to ***non-ferrous metals*** (other than aluminium) whilst at the ***premises*** provided that ***our*** maximum liability under this Standard Clause shall not exceed in respect of any one claim the ***sub-limit*** of GBP5,000 any one ***insured event***.

21 Non-invalidation

This insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of ***damage*** is increased without ***your*** knowledge provided that ***you*** immediately advise ***us*** as soon as ***you*** become aware of same and pay such extra premium as may be required.

22 Trace and access

Cover is extended to pay ***you*** costs necessarily and reasonably incurred with ***our*** consent in locating the source of any escape of water from any fixed water services, heating installation or fuel oil used for domestic purpose only including the repair of walls, floors or ceilings necessary as a direct result of the location work provided that ***we*** shall not be liable

22.1 to include the cost of repairs to any fixed domestic water services or heating installation

22.2 for any amount in excess the ***sub-limit*** of GBP2,500 any one ***insured event*** and in the aggregate during any one ***period of insurance***.

23 Sprinkler installation

Where property insured at the ***premises*** is protected by a sprinkler installation ***you*** undertake to:

23.1 maintain the said installation in working order during the currency of this Section

23.2 make a test every week for the purpose of ascertaining that the alarm gong is in working order and that the stop valves controlling the water supply and the installation are fully open

23.3 make quarterly or half-yearly tests, if required by ***us*** to do so, for the purpose of ascertaining that such water supply is in order and record the particulars of each test

23.4 remedy promptly any defect revealed by such tests
NB: Immediate notice must be given to ***us*** should the water supplies be turned off or the sprinkler installation be rendered inoperative from any cause.

24 Subrogation waiver

In the event of a claim arising under this section, ***we*** agree to waive any rights, remedies or relief to which ***we*** might become entitled by subrogation against:

24.1 any Company standing in the relation of Parent to Subsidiary (Subsidiary to Parent) to ***you***

24.2 any Company which is a Subsidiary of a Parent Company of which ***you*** are yourselves a Subsidiary,
in each case within the meaning as defined in the Companies Act or Companies (N.I.) Order, as appropriate, current at the time of the loss.

25 Temporary repairs following damage

Cover is extended to pay the reasonable cost of:

25.1 boarding-up of fixed glass in windows, doors, fan lights and skylights that is necessary to make the ***buildings*** secure

25.2 the installation of temporary doors made necessary for weather-proofing or securing the ***buildings***

25.3 weather-proofing ***buildings***

25.4 securing the site
following ***damage*** at the ***premises.***

26 Theft damage to buildings

Where ***buildings*** are not insured under this policy but ***you*** are responsible for the cost of ***damage*** to ***buildings***, the insurance by this Section is extended to indemnify ***you*** in respect of ***damage*** to ***buildings*** (as defined) arising from theft or any attempt thereat.

27 Unauthorised use of electricity gas or water

Cover is extended to pay the cost of metered electricity gas or water for which ***you*** are legally responsible arising from its unauthorised use by persons taking possession or keeping possession of or occupying the ***premises*** without ***your*** authority provided that:

27.1 all practicable steps are taken to terminate such unauthorised use as soon as it is discovered

27.2 ***we*** shall not be liable for any amount in excess of the ***sub-limit*** of GBP2,500 any one ***insured event*** and in the aggregate during any one ***period of insurance***.

28 Underground services

Where the ***buildings*** are insured by this Section or ***you*** are liable as tenants, this insurance covers ***damage*** to the underground water, drain, sewage and gas pipes and underground electricity and telephone cables extending from the ***buildings*** to the public mains.

29 Unoccupied buildings

If ***your building*** is or becomes unoccupied, vacant or disused for a period in excess of thirty (30) consecutive days:

29.1 ***You*** shall give notice to us as soon as possible; and

29.2 *Cover shall only be provided if **we** give specific agreement in writing; and*

29.3 ***You*** do all things reasonable to ensure that:

- 29.3.1 all main services are turned off at the mains and water tanks drained and emptied; and
- 29.3.2 all combustible materials not forming part of the landlord's fixtures and fittings are removed from inside and outside the ***buildings***; and
- 29.3.3 all ground floor windows and letterboxes are securely boarded over, and
- 29.3.4 all reasonable precautions are taken to secure the ***buildings*** against unauthorised entry.

30 Workmen's extension

Workmen may be employed for the purpose of making new erections or alterations, repair, decoration, plant installation, general maintenance and similar at ***your premises*** without prejudice to this insurance.

Exclusions

1 Consequential loss

This Section excludes and does not cover ***damage*** caused by any form of indirect or consequential loss except as specifically included with this Section;

2 Damage caused by specific events

This Section excludes and does not cover ***damage*** caused by:

2.1 ***breakdown*** other than in respect of ***electronic business equipment and computers***;

2.2 explosion, failure or collapse of a boiler (but not a boiler or economiser used for domestic purposes only) economiser or other vessel, machine, apparatus or pipe work at the *premises* in which internal pressure is due to steam only;

2.3 joint leakage failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels of any range of steam, and feed piping in connection therewith;

2.4 the over-running, excessive pressure, short-circuiting or self-heating of any dynamo, motor or other portion of the electrical equipment;

2.5 the insured property undergoing any process including, but not limited to, cleaning, repairing, restoring, renovating, alteration, maintenance or testing;

2.6 defective or faulty design, materials or workmanship, latent defect or inherent vice;

2.7 gradual deterioration, putrefaction, corrosion, wear and tear, infestation, vermin, frost, marring or scratching;

2.8 change in temperature, dampness, dryness, wet or dry rot, chipping, marring or scratching, shrinkage, evaporation, loss of weight or change in colour, flavour or texture;

2.9 ***virus or similar mechanism***, ***hacking*** or ***denial of service attack;***

2.10 a change in water table level;

however this will not exclude any subsequent ***damage*** resulting from any ensuing ***insured event.***

2.11 ***damage*** caused by theft or attempted theft unless involving entry to or exit from the ***buildings*** at the ***premises*** by forcible and violent means or by violence or threat of violence to ***you*** or ***your*** employees provided that this exclusion shall not apply to:

2.11.1 the ***buildings***;

2.11.2 Standard Clause - Changing Locks

For the purpose of this insurance forcible and violent entry to or exit from or through an internal door, office, cage, compartment or store within the ***buildings*** will not satisfy the rider to this theft exclusion unless the office, cage, compartment or store accessed by the internal door is the sole part of the ***buildings*** occupied by ***you***.

3 Excluded property

This Section excludes and does not cover ***damage*** to

3.1 livestock, growing crops, trees, watercraft, aircraft, jewellery, precious stones, furs or promissory notes (other than as insured as ***money***) unless specifically mentioned in the schedule;

3.2 moveable property in the open, gates, fences or property in the course of erection or installation;

3.3 electricity, gas, water or telecommunications transmission lines or pipes other than electricity, gas, water or telecommunications transmission lines or pipes which are ***your*** responsibility and are with fifty (50) metres of ***your premises*****;**

3.4 any motor vehicle or their contents whose use is not permanently confined to the ***premises***, other than:

3.4.1 where such vehicle are insured by a specific insurance policy; and

3.4.2 only in respect of any amount over and above that paid under such specific insurance; and

3.4.3 that ***our*** maximum liability does not exceed GBP25,000 any one ***insured event***;

3.5 explosives.

4 Excess

This Section excludes and does not cover the ***excess*** of GBP250 but this exclusion does not apply to ***damage*** in respect of loss of keys and/or ***damage*** to clothing or personal effects.

5 Fraud

This Section excludes and does not cover ***damage*** caused by any acts of:

5.1 fraud or dishonesty;

5.2 fraudulent, dishonest or deliberate accessing, extraction, distortion, erasure, corruption or misappropriation of information or data contained in any ***electronic business equipment and computers*** or other records, programs or software;
committed by ***you*** or ***your employees,*** whether alone or in collusion others.

6 Glass damage

This Section excludes and does not cover ***damage*** to glass;

6.1 caused by alterations to the framework or position of any of the glass or to neon and illuminated signs and electric light fitments or to sanitary earthenware;

6.2 caused by settlement or expansion or contraction of frames and fittings in ***buildings*** under construction and during a period of six (6) months after the date of completion of the ***buildings;***

6.3 at an empty or unoccupied ***premises*** unless specifically agreed by ***us;***

6.4 existing prior to the commencement of this policy and not subsequently replaced;

6.5 in respect of neon and illuminated signs and electric light fitments:

6.5.1 caused by or traceable to wear and tear or to gradual deterioration, mechanical or electrical breakdown or removal from the fixed position other than by theft or attempted theft;

6.5.2 of bulbs or tubes unless involving ***damage*** to signs or fitments;

6.6 and in addition:

6.6.1 glass which is bent, tinted, stained and fixed or incorporated in multiple glazed units;

6.6.2 decoration or protective film or alarm foil on glass unless to comply with the quality recommended in the current British Standard Code of Practice.

7 Goods in unattended vehicles

This Section excludes and does not cover ***damage*** to ***property insured*** in transit away from ***your premises*** by:

7.1 theft or any attempted theft:

7.1.1 from any vehicle belonging to ***you*** or under ***your*** control whilst left unattended unless all openings have been secured and locked and any alarm system and immobiliser have been brought into operation; and

7.1.2 outside ***business hours*** unless the vehicle is contained within an area which is locked and secured at all points of access;

7.2 malicious persons or storm, to ***property insured*** in any soft or open topped vehicle.

8 Money

This Section excludes and does not cover ***damage*** to ***money.***

9 Pollution or contamination

This Section excludes and does not cover ***damage***, or loss or interruption or interference caused by pollution or contamination but this exclusion shall not apply to ***damage*****,** or loss or interruption or interference caused by:

9.1 pollution or contamination which itself results from a defined peril;

9.2 a defined peril which itself results from pollution or contamination;
and for the purpose of this exclusion, defined peril means fire, lightning, explosion, earthquake, aircraft or other aerial device or satellite or missile or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, windstorm, flood, escape of water from any tank or pipe sprinkler leakage, theft or impact by any vehicle or animal provided that such defined perils are not excluded from this Section.

10 Subsidence of buildings

This Section excludes and does not cover ***damage*** to ***buildings*** caused by subsidence, ground heave or landslip, normal settlement, bedding down of new structures or collapse.

11 Unidentified loss

This Section excludes and does not cover ***damage*** which is:

11.1 not identifiable by ***you*** in relation to a specific occurrence that happens at a specific time and place;

11.2 revealed only during an inventory or stock-taking;

11.3 arising from misfiling or misplacing of property, information or data.

12 War and Terrorism

This Section excludes and does not cover ***damage*** resulting from or contributed to, by or in connection with, in whatever form, directly or indirectly, any act of ***war*** or ***terrorism*** regardless of any other cause or event contributing concurrently or in any other sequence to the loss, nor will ***we*** have any liability for loss, ***damage***, costs and expenses directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action controlling, preventing, suppressing, retaliating against or responding to any act of ***war*** or ***terrorism***.

Definitions to Business Interruption All Risks Section

1 Annual turnover

Annual turnover means the ***turnover*** during the twelve months immediately before the date of the ***damage***.

2 Gross profit

Gross profit means the amount by which

2.1 the sum of the amount of the ***turnover*** and the amounts of the closing ***stock*** and work in progress exceeds

2.2 the sum of the amounts of the opening ***stock*** and work in progress and the amount of the ***specified working expenses***.

N.B. The amounts of the opening and closing ***stocks*** (including work in progress) will be arrived at in accordance with ***your*** usual accounting methods, due provision being made for depreciation.

3 Increased cost of working

Increased cost of working means the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in ***turnover*** that would otherwise have occurred during the ***indemnity period*** in consequence of the ***damage*** provided that such expenditure:

3.1 is incurred with ***our*** written consent; and

3.2 is subject to the provisions of the uninsured standing charges clause

3.3 shall not exceeding the sum produced by applying the ***rate of gross profit*** to the amount of reduction reasonably anticipated at the time the expenditure was incurred.

4 Indemnity period

Indemnity period means the period beginning with the occurrence of the ***damage*** and ending not later than the ***maximum indemnity period,*** during which the results of the ***business*** are affected as a result of the ***damage***.

5 Maximum indemnity period

As stated in the schedule.

6 Notifiable disease

6.1.1 Notifiable disease means illness sustained by any person resulting from:

Acute encephalitis	Haemolytic uraemic syndrome (HUS)	Rubella
Acute meningitis	Infectious bloody diarrhoea	SARS
Acute poliomyelitis	Invasive group A streptococcal disease and scarlet fever	Smallpox
Acute infectious hepatitis	Legionnaires' Disease	Tetanus
Anthrax	Leprosy	Rabies
Botulism	Malaria	Tuberculosis
Brucellosis	Measles	
Cholera	Meningococcal septicaemia	Typhus
Diphtheria	Mumps	Viral haemorrhagic fever (VHF)
Enteric fever (typhoid or paratyphoid fever)	Plague	Whooping cough
Food poisoning	Yellow fever	

6.1.2 And any additional diseases notifiable under the Health Protection (Notification) Regulations 2010.

7 Rate of gross profit

Rate of gross profit means the rate of ***gross profit*** earned on the ***turnover*** during the financial year immediately before the date of the ***damage***.

8 Specified working expenses

Specified working expenses means:

8.1 purchases (less discounts received)

8.2 discounts allowed

8.3 carriage, packing and freight.

9 Standard turnover

Standard turnover means the ***turnover, trend adjusted*** during that period in the twelve months immediately before the date of the ***damage*** which corresponds with the ***indemnity period***.

10 Trend adjusted

Trend adjusted means adjustments will be made to figures as may be necessary to provide for the trend of the ***business*** and for variations in or circumstances affecting the ***business*** either before or after the ***insured event*** or which would have affected the business had the damage not occurred, so that the figures thus adjusted will represent as nearly as may be reasonably practicable the results which but for the ***insured event*** would have been obtained during the relative period after the ***insured event*.**

11 Turnover

Turnover means the money paid or payable by ***you*** for goods sold and delivered and for services rendered in the course of the ***business*** at the ***premises***.

NB1 The words and expressions used in these definitions will have the meaning usually attached to them in ***your*** books and accounts. Any adjustments implemented in current cost accounting will be disregarded.

NB2 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.

Cover

1.1 In the event that any ***building*** or other ***property insured*** used by ***you*** at the ***premises*** for the purpose of the ***business*** is ***damaged*** by an ***insured event*** during the ***period of insurance*** and in consequence the ***business*** carried on by ***you*** at the ***premises*** is interrupted or interfered with then ***we*** will pay the Increased Cost of Working resulting from such interruption or interference provided that the time the ***damage*** occurs:

1.1.1 there is in force either:

a) cover under the Property All Risks Section of this policy; or

b) an insurance policy covering ***your*** interest in the property at the ***premises*** against such ***damage*** and such property is of a type and kind not excluded by this Section;

1.1.2 ***you*** have claimed under the insurance policy referred to above, and the relevant insurer has paid such a claim in full or admitted liability for such claim, or would have done so but for the operation of a proviso in such insurance policy excluding liability for losses below a specified amount.

2 Increased Cost of Working

Our liability in respect of ***Increased cost of working*** is limited to the increase in cost of working and the amount payable under Business interruption cover above will be the additional expenditure necessarily and reasonably incurred by ***you*** in consequence of the ***damage*** for the sole purpose of preventing or minimising the interruption of the ***business*** during the ***indemnity period***.

3 Limit of Liability

Our liability under this section will not exceed the lesser of:

3.1.1 The **sum insured** at the time of the ***damage***; or

3.1.2 the sum insured (or limit of liability) remaining after deduction for any other interruption or interference consequent upon ***damage*** occurring during the same ***period of insurance***, unless ***we*** have agreed to reinstate any such sum insured (or limit of liability).

Standard cover extensions

Cover provided by this Section is extended to include ***increased cost of working*** arising from:

1 Closure

1.1 any occurrence of a ***notifiable disease*** at the ***premises*** or attributable to food or drink supplied from the ***premises*;**

1.2 any discovery of any organism at the ***premises*** likely to result in the occurrence of a ***notifiable disease***;

1.3 any occurrence of a ***notifiable disease*** within a radius of one (1) mile of the ***premises***;

1.4 the discovery of vermin or pests at the ***premises*** which causes restrictions on the use of the ***premises*** on the order or advice of the competent local authority;

1.5 any accident causing defects in the drains or other sanitary arrangements at the ***premises*** which causes restrictions on the use of the ***premises*** on the order or advice of the competent local authority;

1.6 any occurrence of actual or suspected murder, suicide or actual or alleged sexual assault at the ***premises;***
provided that :

1.6.1 ***we*** shall only be liable for loss arising at those ***premises*** which are directly subject to the incident;

1.6.2 ***we*** shall not be liable for any costs incurred in cleaning, repair, replacement, recall or checking of property except as stated above;

2 Departmental

If the ***business*** is conducted in departments the independent trading results of which are ascertainable, the provisions of schedule item 1 will apply separately to each department affected by the ***damage*** except that, if the insurance is not on a declaration-linked basis, if the sum insured by the said item is less than the aggregate of the sums produced by applying the ***rate of gross profit*** for each department of the ***business*** (whether affected by the damage or not) to its relative ***annual turnover*** (or to a proportionately increased multiple thereof where the ***maximum indemnity period*** exceeds twelve (12) months) the amount payable will be proportionately reduced.

3 Payments on Account

I***f you*** request and ***we*** agree***, we*** will make payments to ***you*** monthly on account during the ***indemnity period***, provided always that:

3.1 the aggregate amount of such payments shall not exceed the ***sum insured*** under the item for which the claim is being paid hereunder, and

3.2 that if the total adjusted loss under this section differs from the total of the payments made under this clause then ***we*** and ***you*** mutually agree to pay or return the difference accordingly.

4 Prevention of Access

Damage to property in the vicinity of the ***premises*** by any ***insured event*** which prevents or hinders use of or access to the ***premises*** provided that ***our*** maximum liability shall not exceed the ***sub-limit of liability*** of GBP25,000 any one ***insured event***.

5 Professional Accountants

Any particulars or details contained in ***your*** books of account or other ***business*** books or documents which may be required by ***us*** under Claims Condition 5 of this policy for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are acting as such for ***you*** and their report shall be prima facie evidence of the particulars and details to which such report relates. ***We*** will pay to ***you*** the reasonable charges payable by ***you*** to ***your*** professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by ***us*** under the terms of Claims Condition 5 of this policy and reporting that such particulars or details are in accordance with ***your*** books of account or other ***business*** books or documents.

6 Public Utilities

Damage resulting from interruption or interference with the ***business*** in consequence of ***damage*** by an ***insured event*** to property at any:

6.1 generating station or sub-station of public electricity supply undertaking

6.2 land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith

6.3 water works or pumping station of the public water supply undertaking

6.4 land based premises of the public telecommunication undertaking

from which ***you*** obtain electricity, gas, water or telecommunication services provided that ***our*** maximum liability shall not exceed the ***sub-limit of liability*** of GBP100,000 any one ***insured event***.

7 Reinstatement of Loss

In the event of loss under this Section and in the absence of written notice by ***us*** or ***you*** to the contrary, the amount of such loss is to be automatically reinstated from the date thereof, ***your*** undertaking to pay such necessary premium as may be required for reinstatement for the remainder of the ***period of insurance***.

8 Subrogation Waiver

In the event of a claim arising under this Section, ***we*** agree to waive any rights, remedies or relief to which ***we*** might become entitled by subrogation against:

8.1 any Company standing in the relation of Parent to Subsidiary (Subsidiary to Parent) to ***you;***

8.2 any Company which is a Subsidiary of a Parent Company of which ***you*** are yourselves a Subsidiary;

in each case within the meaning as defined in the Companies Act or Companies (N.I.) Order, as appropriate, current at the time of the loss.

9 Suppliers and Storage Sites

Damage by an ***insured event*** to property at:

9.1 the premises of any of ***your*** direct suppliers; or

9.2 premises not occupied by ***you*** where ***your*** property is stored,

provided that:

9.2.1 no indemnity shall be provided under this clause for ***damage*** to the property of any suppliers of electricity, gas, water or telecommunication services;

9.2.2 no indemnity shall be provided under this clause for any ***damage*** to property at any premises outside of the ***United Kingdom***;

9.2.3 ***our*** maximum liability shall not exceed ten (10) per cent of the ***sum insured*** any ***insured event***.

10 Uninsured Standing Charges

If any standing charges of the ***business*** are not insured by this Section (having been deducted in arriving at the ***gross profit***) then in computing the amount recoverable hereunder as ***increased cost of working*** that proportion only of any additional expenditure shall be brought into account which the ***gross profit*** bears to the sum of the ***gross profit*** and the uninsured standing charges.

Exclusions

1 Fines and Damages

We will not be liable for any loss due to fines or damages for breach of contract, for late or non-completion of orders or for any penalties of whatever nature.

2 Property Section exclusions

The Exclusions contained within the Property All Risks Section apply equally to the insurance by this Section except that consequential loss exclusion therein shall not apply to the losses expressly covered by this Section .

Definitions to Contract Works Section

1 Property Insured

Property insured means each and every category of property specified below and used for ***business*** purposes but the property is not covered unless the schedule specifies the individual category of property ***you*** have chosen to insure supported by a ***sum insured*** or ***limit of liability***

2 Contract works

Contract works means:

2.1 property forming part of the permanent or temporary works completed or in the course of completion in the performance of ***your contract*** with ***your principal;*** and

2.2 materials or other goods supplied for incorporation into the works but not including property more specifically insured;

2.3 whilst:

2.3.1 on or adjacent to the ***contract*** site within the ***United Kingdom***; or

2.3.2 in transit by road, rail or inland waterway to or from the ***contract*** site; or

2.3.3 temporarily stored away from the ***contract*** site, including storage at ***your*** premises,

2.4 but only if:

2.4.1 consigned for use in a specific ***contract***, and

2.4.2 ***you*** are responsible under ***contract*** conditions for the ***damage***.

But always excluding ***non-ferrous metals*** having a value in excess of GBP10,000.

3 Temporary buildings, plant and other property

Temporary buildings, plant and other property means:

3.1 temporary buildings, caravans and their contents; and

3.2 constructional plant, tools and equipment;
while anywhere within the ***United Kingdom*** including while in transit by road, rail or inland waterway (transit includes plant driven under its own power) but this will not include:

3.2.1 insurance of any item of constructional plant having a replacement value in excess of GBP100,000 unless the replacement value of such an item is specified in the schedule;

3.2.2 property supplied to ***you*** under the terms of a hiring agreement.

4 Hired-in Plant and equipment

Hired-in Plant and equipment means:

4.1 temporary buildings and caravans; and

4.2 constructional plant, tools and equipment;
supplied to ***you*** and for which ***you*** are responsible under the terms of a hiring agreement while anywhere within the ***United Kingdom*** including while in transit by road, rail or inland waterway (transit includes plant driven under its own power) but this will not include insurance of any item of constructional plant having a replacement value in excess of GBP100,000.

5 Personal effects and tools

Personal effects and tools means the personal effects and tools belonging to the ***employee***, or for which the ***employee*** is responsible, while on the ***contract*** site within the ***United Kingdom,*** but limited to GBP5,000 per director or GBP3,000 per ***employee*** and within which sum, the maximum for any one mobile telephone is limited to GBP500 unless these limits are otherwise specified in the schedule.

6 Claim

Claim means all ***damage*** and other losses against which an indemnity is provided by this section arising out of any one event or series of events arising from one cause.

7 Contract

Contract means the contract or agreement that ***you*** enter into to perform work in accordance with ***your business.***

8 Limit of liability

Limit of liability means the amount stated in the schedule which shall be ***our*** maximum liability under any one category of ***property insured*** any one (1) ***event*** regardless of the number of persons claiming. The indemnity provided by the Standard Clauses or any other amendment to this Section shall not operate so as to increase the maximum amount payable.

9 Period of maintenance

The period of maintenance means the maintenance period as specified in the ***contract*** but not exceeding twelve (12) months.

10 Principal

Principal means any company, partnership, public authority or individual for whom ***you*** have agreed to carry out work under the terms of a ***contract.***

11 Reinstatement

Reinstatement means the carrying out of the after-mentioned work

11.1 where property is lost or destroyed, the rebuilding of the property if a building or, in the case of other property, its replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new

11.2 where property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

Contract works cover

1 Cover clause

We will pay for rectifying ***damage*** to the ***property insured*** that occurs during the ***period of insurance*** and at ***our*** option ***we*** will pay:

1.1 the costs of repair; or

1.2 the costs of ***reinstatement*** or replacement; or

1.3 a cash sum to ***you*** instead of the above;
in respect of the ***damage***.

2 Limit of liability

Our maximum payment will be:

2.1 the ***limit of liability*** set against each item on the schedule; or

2.2 the amount specified in any Standard Clause or extension to this Section.

Standard clauses

The Section and policy Exclusions and Conditions apply to the Standard Clauses. The Standard Clauses do not increase the ***limit of liability*** or ***our*** maximum payment to ***you*** unless otherwise stated***.***

1 Additional interests in the contract works

We will note the insurable interest of the following parties in the ***contract works:***

1.1 ***your*** principal, jointly insured with ***you*** to the extent required by the terms of ***your contract***;

1.2 other parties but ***you*** must declare to ***us*** the names of these parties immediately following a claim for ***damage***.

2 Architects', surveyors' and other fees in reinstatement

2.1 This Section extends to cover:

2.1.1 architects, surveyors' and consulting engineers' fees; and

2.1.2 other fees,

necessarily incurred in the ***reinstatement*** following ***damage*** to the ***property insured.***

2.2 Exclusions

In addition to the Exclusions to the Contract Works Section, ***we*** will not pay:

2.2.1 amounts that exceed the scale of fees authorised by the relevant professional bodies;

2.2.2 fees for preparing a ***claim*** under this section;

2.2.3 any amount that exceeds GBP50,000 any one ***event***.

3 Continuing plant hire charges

3.1 This Section extends to cover ***your*** legal obligation to pay continuing hire charges while plant hired-in is out of commission following:

3.1.1 ***damage*** to the plant hired-in but only if:

a) ***you*** have made a ***claim*** under this Section for the ***damage***; and

b) ***we*** have accepted the ***claim***, or would have but for the amount of the ***excess***;

3.1.2 ***breakdown*** of the plant hired-in because of ***your*** neglect or misuse.

3.2 Exclusions

In addition to the Exclusions to the Contract Works Section ***we*** will not pay:

3.2.1 hire charges for the first two (2) full working days the plant is out of use, or the amount of the ***excess*** shown in the schedule whichever is the greater;

3.2.2 continuing hire charges exceeding a period of ninety (90) days (after the expiry of the first two (2) working days);

3.2.3 continuing hire charges for tower cranes;

3.2.4 any amount exceeding GBP50,000 any one ***event*** or in the aggregate during the ***period of insurance***.

4 Debris removal

4.1 This Section extends to cover expenses which are necessary for:

4.1.1 removing debris;

4.1.2 cleaning or repairing of drains or sewers;

4.1.3 dismantling or demolishing;

4.1.4 shoring up, propping or fencing;

of any portion of the ***property insured*** which has suffered ***damage***.

4.2 Exclusions

In addition to the Exclusions to the Contract Works Section ***we*** will not pay any cost or expense:

4.2.1 incurred in removing debris except from the site of the ***property insured*** which has suffered ***damage*** insured by this Section and the area immediately adjacent;

4.2.2 arising from pollution or contamination of property not insured by this Section;

4.2.3 exceeding the ***limit of liability*** applying to the category of ***property insured*** relating to the property ***damage***.

5 Escalation in contract price

The ***limit of liability*** for the relevant ***contract works*** is automatically increased by the amount of a price increase of a ***contract*** during the ***period of insurance*** but the amount of the increase will be limited to twenty-five (25) per cent of the ***limit of liability***.

6 Free issue materials

6.1 The ***contract works*** include all free issue materials for which ***you*** are responsible, supplied by or on behalf of ***your principal*** named in ***your contract***.

6.2 However, for this extension to apply, the value of the materials must be included within the ***limit of liability*** of the ***contract works*** and also the figures ***you*** supply for the adjustment of premium condition.

7 Heart break payment

In the event of a total loss to the ***property insured*** by this Section, within an anticipated four weeks of completion of the works we will pay to ***you*** a sum of GBP250.

8 Immobilised plant

If constructional plant or equipment becomes unintentionally immobilised on the ***contract*** site, then ***we*** will pay the costs necessarily incurred in its recovery or withdrawal but ***we*** will not pay costs if the recovery or withdrawal is necessary solely because of electrical or mechanical breakdown, failure or derangement but this shall not exclude breakdown due to negligence by ***you*** or ***your employee***.

9 Increased cost of working

9.1 ***We*** extend this insurance to include increased cost in working by way of overtime and special deliveries necessarily and reasonably incurred to

9.1.1 minimise or prevent further damage, or

9.1.2 to reinstate ***damage***,

so as to avoid penalty providing ***we***

9.1.3 have accepted a claim under this Section - Contract Works or would but for the application of the ***excess***; and

9.1.4 shall not be liable to pay any amount in excess of fifty (50) per cent of the ***claim*** for the ***damage*** before deducting the ***excess***.

9.2 Exclusion – Consequential loss shall not apply to the cover by this Standard Clause.

10 Local authority reinstatement requirements

10.1 This Section extends to cover the additional costs of ***reinstatement***:

10.1.1 of ***damaged*** buildings,

10.1.2 in respect of undamaged portions of ***damaged*** buildings

incurred solely to comply with building or other regulations as required by legislation or EU Directive(s) or bye-laws of any municipal or local authority provided that the work of ***reinstatement*** commences within twelve (12) months of the ***damage*** and is finished within a reasonable time.

10.2 Where ***reinstatement*** is required by legislation, directive(s) or bye-laws in whole or in part on another site, the insurance by this Standard Clause will cover the cost of ***reinstatement*** up to an amount not exceeding the cost that would have been incurred had ***reinstatement*** been carried out on the site where ***damage*** occurred.

10.3 Exclusions

In addition to the Exclusions to this Contract Works Section ***we*** will not pay:

10.3.1 any cost or expense incurred in respect of ***damage*** not insured by this Section:

10.3.2 additional costs incurred solely to comply with building or other regulations if relevant notice had been served upon ***you*** before the ***damage*** occurred;

10.3.3 any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the property owner under the legislation, directive(s) or bye-laws;

10.3.4 any amount that exceeds the ***limit of liability*** shown on the schedule.

11 Location of source of the escape of water

11.1 ***We*** will pay the costs necessarily and reasonably incurred with our consent:

11.1.1 in locating the source of any escape of water from any fixed water services that has caused ***damage*** to property that is insured by this section;

11.1.2 in completing repairs to the parts of a building insured by this section and damaged as a direct result of the location work.

11.2 Exclusions
In addition to the Exclusions to the Contract Works Section ***we*** will not pay:

11.2.1 the cost of repairs to any fixed water services;

11.2.2 any amount in excess of GBP25,000 during any one ***period of insurance***;

11.2.3 the ***excess*** being GBP500.

12 Negligent breakdown for hired-in plant

This Section extends to cover ***damage*** to hired-in plant and equipment for which ***you*** are responsible under ***your*** plant hire conditions arising from any breakdown of the ***hired-in plant and equipment*** due to negligence by ***you*** or ***your employee***.

13 Personal effects and tools – away from site

13.1 This Section extends to cover ***damage*** to the ***personal effects and tools***, while away from the ***contract site*** within the ***United Kingdom***.

13.2 Exclusions
In addition to the Exclusions to the Contract Works Section ***we*** will not pay for:

13.2.1 ***damage*** caused by theft or attempted theft from an open-top or soft-top motor vehicle;

13.2.2 ***damage*** caused by theft or attempted theft from a hard-top motor vehicle;

13.2.3 outside ***business hours*** unless parked in a securely locked building or garage; or

13.2.4 left unattended unless:

a) all doors, windows and other means of entry are closed locked; and

b) all keys have been removed to a place of safety;

13.2.5 ***damage*** recoverable under any other insurance or in any other way;

13.2.6 any amount exceeding GBP5,000 per director or GBP3,000 per ***employee***.

14 Plans, drawings, specifications and documents

This Section extends to cover ***damage*** to plans, drawings, specifications and documents within the United Kingdom (except on the site of a contract not insured by this Section) but any claim is limited to:

14.1 the value of the materials as stationery and the cost of clerical labour involved in their reproduction and not the value to you of the information they contain; and

14.2 GBP25,000 for all claims in total during a ***period of insurance***.

15 Reinstatement of the limit of liability

15.1 The ***limit of liability*** is reduced by the value of the ***claim*** each time a ***claim*** is made. ***We*** will reinstate the ***limit of liability***, but ***you*** must:

15.1.1 agree to pay any reasonable additional premium; and

15.1.2 take immediate steps to carry out any changes to the protection of the ***property insured*** that ***we*** require.

15.2 ***Our*** agreement to reinstate the ***limit of liability*** may be cancelled by ***you*** or ***us*** on written notice.

16 Replacement of locks for constructional plant

16.1 This Section extends to cover the reasonable cost of replacing the locks of constructional plant following the loss of keys:

16.1.1 from a locked cabinet or locked safe at ***your*** premises, ***your*** home or the home of ***your*** authorised ***employee***;

16.1.2 by theft following a hold-up while the keys are in ***your*** personal custody or that of ***your*** authorised ***employee***.

16.2 ***Our*** maximum payment will not exceed GBP500 for any one ***claim***.

17 Waiver of recovery rights under the JCT Standard Form of Building Contract

17.1 If ***you*** are awarded a contract under the JCT Standard Form of Building Contract incorporating the 1986 Amendments to Insurance and Related Liability Provisions or their equivalent conditions, or superseding JCT contracts, then ***we*** agree that if ***damage*** occurs to the ***contract works*** by any of the specified perils defined in the contract, then as far as required by the contract ***we*** will not pursue any rights of recovery ***we*** may acquire against sub-contractors.

17.2 But, for this extension to apply, the sub-contractor must abide by the terms, conditions and restrictions of this Section and policy.

Exclusions

1 Change in water table level

We will not pay for ***damage*** caused by changes in the water table level. However, ***we*** will pay for subsequent ***damage*** from any cause which is not otherwise excluded.

2 Completion or occupancy of the contract works

We will not pay for ***damage*** to the ***contract works:***

2.1 for which a certificate of completion has been issued,

2.2 which occurs after completion and handover to ***your principal,***

2.3 which occurs while the ***contract works*** are being used or occupied by ***your principal*** but this restriction shall not exclude ***damage*** to the ***contract works*** which is not otherwise excluded that occurs during the ***period of maintenance*** but was caused before the start of the ***period of maintenance***

2.4 ***you*** caused in the course of fulfilling ***your*** obligations under ***your contract*** conditions during the ***period of maintenance***

2.5 occurs within 14 days after the issue of a certificate of completion but only to the extent that ***you*** may be responsible under the ***contract*** conditions.

3 Consequential loss

We will not pay for :

3.1 liquidated damages, fines or penalties for delay or detention in connection with any guarantees of performance or efficiency; or

3.2 any other consequential loss;
except as specifically provided under any Standard Clause or schedule clause to this Section.

4 Deliberate acts

We will not pay for ***damage*** arising from or caused by ***your*** deliberate act or deliberate neglect.

5 Disappearance of property

We will not pay for ***damage*** that is revealed only during stocktaking or when an inventory is made unless damage can be traced to a specific event that has been notified under the terms of Claims Conditions - Claim notification and Claims procedure.

6 Design and workmanship

We will not pay for the costs of replacing, repairing or rectifying ***damage*** arising from or caused by defective or faulty:

6.1 designs, plans or specifications,

6.2 workmanship,

6.3 materials or other property.
but this restriction will not apply to ***damage*** which occurs as a direct result to the rest of the ***property insured*** which is free of the defective condition.

7 Excess

We will not pay the ***excess*** of:

7.1 GBP2,500 in respect of subsidence, ground heave, landslip or collapse;

7.2 GBP250 in respect of ***damage*** to ***Personal effects and tools***;

7.3 GBP1,000 in respect of hiring charges or forty eight (48) hours of hiring charges whichever is the greater;

7.4 GBP1,500 in respect of storm, tempest, ***flood*** or water damage;

7.5 GBP500 unless otherwise stated.

8 Excluded property

We will not pay for ***damage*** to:

8.1 aircraft, hovercraft or watercraft (except hand-propelled watercraft);

8.2 buildings, other structures, their contents or other property existing at the start of ***your contract*** but this will not apply to property covered under Standard Clause 7 - Free issue materials;

8.3 plant, machinery, tools or equipment due to its own explosion, electrical or mechanical breakdown or failure or derangement including but not limited to overrunning, overheating or short circuiting;

8.4 any mechanically propelled motor vehicle, or its attached trailer which is:
- 8.4.1 licensed for road use or for which insurance or security is required under Road Traffic law;
- 8.4.2 more specifically insured under any other policy of insurance;

8.5 ***money***;

8.6 deeds, manuscripts or documents of any kind:
- ***8.6.1*** property for which the ***insured*** are relieved of responsibility by the conditions of the ***contract;***
- 8.6.2 to property more specifically insured under any other policy of insurance or under the Property All Risks section to this policy.

9 Normal upkeep

We will not pay for the costs relating to normal upkeep and normal making good.

10 Pollution or contamination damage

We will not pay for pollution or contamination except ***damage*** to ***property insured*** caused by:

10.1 pollution or contamination which itself results from a defined peril;

10.2 a defined peril which itself results from pollution or contamination;
and for the purpose of this exclusion, defined peril means fire, lightning, explosion, earthquake, aircraft or other aerial device or satellite or missile or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, windstorm, flood, escape of water from any tank or pipe sprinkler leakage, theft or impact by any vehicle or animal provided that such defined perils are not excluded from this Section.

11 Unattended property

We will not pay for ***damage*** caused by theft or any attempted theft to the following unattended property:

11.1 non-ferrous metals unless within a locked building, or a locked container, or locked portacabin or similar;

11.2 construction plant unless locked at all points of access and immobilised or sited within a locked building or locked compound, and all keys are removed to a place of safety;

11.3 other property within a motor vehicle unless the motor vehicle is locked at all points of access and any immobiliser or alarm has been put into operation.

12 War or Terrorism

Damage resulting from or contributed to, by or in connection with, in whatever form, directly or indirectly, any act of ***war*** or ***terrorism*** regardless of any other cause or event contributing concurrently or in any other sequence to the loss, nor will we have any liability for loss, ***damage***, costs and expenses directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action controlling, preventing, suppressing, retaliating against or responding to any act of ***war*** or ***terrorism***.

13 Wear and tear etc.

We will not pay for damage arising from or caused by:

13.1 wear and tear, wet or dry rot, mildew, dryness or dampness, rust, corrosion, insect, vermin, erosion, depreciation, gradual deterioration or obsolescence;

13.2 scratching or chipping of surfaces,

13.3 hardening or setting of materials due to delay in their use or application unless the delay unavoidably results from ***damage*** otherwise insured by this Section;

13.4 materials not being stored in accordance with conditions recommended by the manufacturer.

Only applicable to Property All Risks, Business Interruption All Risks and Contract Works

This policy does not cover:

1 Supersonic pressure waves

damage occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

2 Nuclear damage

damage of or to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss of whatsoever nature directly or indirectly caused by or contributed to or by or arising from:

2.1 the radioactive, toxic, explosive or other hazardous properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

2.2 ionising radiation from or contamination by radioactivity from any nuclear fuel or from nuclear waste or from the combustion of any radioactive material;

2.3 any weapon of war employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.

3 E-commerce

loss of ***gross profit*** and/or ***increased cost of working*** arising directly or indirectly, out of:

3.1 loss of, alteration of or damage to, or

3.2 a reduction in the functionality, availability or operation of
a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether your property or not, unless damage arises from fire, lightning, explosion of domestic boilers, aircraft, riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons, **storm, flood,** escape of water, impact, collapse or theft by violent or forcible means.

4 Civil commotion

damage or loss or interruption or interference caused by or happening through or in consequence directly or indirectly of riot of civil commotion occurring in Northern Ireland.

Definitions to Personal Accident Section

1 Accident

Accident will mean a single, sudden and unexpected event, which occurs at an identifiable time and place.

2 Accumulation limit

Accumulation limit means the maximum amount of ***benefits*** payable irrespective of the number of ***insured's*** and/or ***insured persons*** claiming where a single event, or series of events in a twenty (20) kilometres radius originating from the same proximate cause, occurs and where:

2.1 within twenty-four (24) consecutive hours of the event; or

2.2 within twenty-four (24) consecutive hours of the first event in the series of events causes death or ***bodily injury*** to more than one (1) ***insured person***.

3 Beneficiary

Beneficiary means the insured person or their legal representative who will be entitled to payment of ***benefits*** covered under this Section.

4 Benefits

Benefits means the sums stated in the schedule of compensation being our maximum liability for the under each item of the schedule compensation.

5 Biological

Biological means any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and / or death in humans, animals or plants.

6 Chemical

Chemical means any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

7 Criminal act

Criminal act means committing a burglary armed with a weapon; threat or perception of unlawful force; assault or battery; causing actual bodily harm; application of unlawful force; demand with menaces; entry to building as trespasser with intent to commit theft, grievous bodily harm, rape or criminal damage; entry to a building as trespasser and attempting to steal; unlawfully destroying / damaging another's property and/or endangering life; causing death by careless driving while unfit through drink or drugs; causing death by dangerous driving; deception; receiving / handling / disposing of stolen goods for the benefit of another; murder, manslaughter or causing recklessly the death of a human being; making off without payment for goods or services; inflicting grievous bodily harm or wounding; dishonestly appropriating property belong to another

8 Disablement

Disablement means ***permanent total disablement, paraplegia, quadriplegia, total loss of sight, total loss of speech, total loss of hearing, total loss of one foot and total loss of one hand***.

9 Healthcare practitioner

Healthcare practitioner means a qualified licensed member of the medical profession as approved by the governing medical association of the country in which the healthcare practitioner resides who is not an ***insured person***, a member of the ***insured person's*** family or ***your employee***.

10 Paraplegia

Paraplegia means the permanent and total paralysis of the two lower limbs, bladder and rectum.

11 Policy operative time

Policy operative time shall mean whilst the ***insured person*** is undertaking the usual occupational duties on ***your*** behalf.

12 Pre-existing condition

Pre-existing condition will mean illness, malady, disease, physical impairment, defect, degenerative process or infirmity of the ***insured person*** existing prior to the policy inception date. For the purpose of this definition an illness, malady, disease, physical impairment, defect, degenerative process or infirmity exists prior to the policy inception date if it has been diagnosed by a ***health care practitioner*** prior to the policy inception date, or in the event that it has not been so diagnosed then in the opinion of a ***health care practitioner*** the ***insured person*** could reasonably have been expected to be aware of its existence on the policy inception date.

13 Quadriplegia

Quadriplegia means permanent and total loss of and/or total and irrecoverable loss of use of the four limbs of the body which lasts twelve (12) calendar months and at the expiry of that period being beyond hope of improvement.

14 Territorial limits

Territorial limits means world-wide excluding ***North America***.

15 Total loss of hearing

Total loss of hearing shall mean ***bodily injury*** causing permanent and total loss of hearing which lasts twelve (12) calendar months from the date of ***accident*** or loss of hearing and at the expiry of that period being beyond hope of improvement.

16 Total loss of one foot

Total loss of one foot shall mean ***bodily injury*** causing loss by physical severance at or above the ankle or permanent and total loss of use of an entire foot.

17 Total loss of one hand

Total loss of one hand shall mean ***bodily injury*** causing loss by physical severance of the entire four fingers through or above the meta-carpo phalangeal joints or permanent total loss of use of an entire hand.

18 Total loss of sight

Total loss of sight shall mean ***bodily injury*** causing either:

18.1 permanent and total loss of sight in both eyes where an ***insured person's*** name has been added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist; or

18.2 permanent and total loss of sight in one eye, if the degree of sight remaining after correction is 3/60 or less of the Snellen Scale (seeing at three (3) feet that an ***insured person*** should see at sixty (60) feet, which lasts twelve (12) calendar months from the date of ***accident*** or loss of sight (if later) and at the expiry of that period being beyond hope of improvement.

19 Total loss of speech

Total loss of speech shall mean ***bodily injury*** causing permanent and total loss of speech which lasts twelve (12) calendar months from the date of ***accident*** or loss of speech (if later) and at the expiry of that period being beyond hope of improvement.

Section Personal Accident

Personal Accident Cover

1 Cover clause

We agree to pay the ***beneficiary*** the ***benefits*** listed in the schedule of compensation in the schedule in the event the ***insured person***:

1.1 dies within twelve (12) months as a result of ***bodily injury***;

1.2 sustains ***disablement*** within twelve (12) months as a result of ***bodily injury***;
provided that the ***accident*** giving rise to the ***bodily injury*** occurs:

1.3 during the ***period of insurance***; and

1.4 during the ***policy operative time***; and

1.5 within the ***territorial limits***.

2 Important note

Please read Other personal accident terms and conditions that set out additional restrictions on the payment of ***benefits***

Personal accident limitations and exclusions

This Section excludes and does not cover:

1 Accumulated injury

death or ***disablement*** directly or indirectly resulting from or consequent upon injury arising due to the accumulation of a series of ***accidents*** and/or traumas;

2 Accumulation limit

any payment in excess of the ***accumulation limit*** specified in the schedule;

3 Air Travel

death or ***disablement*** directly or indirectly resulting from or consequent upon the ***insured person*** engaging in air travel, except as a fare paying passenger in a commercially licensed aircraft;

4 Alcohol and drugs

death or ***disablement***, directly or indirectly resulting from or consequent upon the ***insured person***:

4.1 being over the legal limit for alcohol, as defined by the motor vehicle laws of the state in which this policy was delivered or issued for delivery;

4.2 being under the influence of drugs or narcotics that are not lawfully available, unless prescribed for the ***insured person*** by a ***healthcare practitioner***;

4.3 using performance enhancing substances, including but not limited to anabolic steroids, stimulants and corticosteroids, regardless of whether or not prescribed by a ***healthcare practitioner***.

5 Arthritis

death or ***disablement*** directly or indirectly resulting from or consequent upon osteoarthritis, arthritis or any other degenerative process of the joints, bones, muscles, tendons or ligaments;

6 Children

Death or ***disablement*** to any child being a person under the age of sixteen (16).

7 Deliberate exposure

death or ***disablement***, directly or indirectly resulting from or consequent upon deliberate or reckless exposure to danger (except in an attempt to save human life), or the ***insured person's*** own ***criminal act***.

8 Epilepsy and emotional disorders

death or ***disablement*** directly or indirectly resulting from or consequent upon stress (work related or otherwise), neuroses, psychoneuroses, psychopathies, psychoses, post traumatic stress disorder or mental or emotional diseases or disorders of any type, or epilepsy.

9 Excluded activities

death or ***disablement*** directly or indirectly resulting from or consequent upon the ***insured person*** engaging in or taking part in:

9.1 naval, military or air force service or operations, winter sports (other than on piste skiing, on piste snowboarding, skating and curling), skin diving involving the aid of breathing apparatus, snorkelling, rock climbing or mountaineering normally involving the use of ropes or guides, potholing, parachuting, hunting on horseback, or driving or riding in any kind of race, driving or riding on motor cycles or motor scooters other than mopeds, hanggliding, paragliding and parasailing;

9.2 any other activity, specifically excluded by endorsement attached to or incorporated in the schedule to this insurance;

10 Natural causes

death or ***disablement*** directly or indirectly resulting from or consequent upon, or attributable to sickness or natural causes, including any venereal disease and Hepatitis B, Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or their sequelae howsoever the aforementioned conditions have been acquired or may be named.

11 Nuclear risks

death or ***disablement*** directly or indirectly resulting from or consequent upon ***nuclear hazards***.

12 Pre-existing Condition

death or ***disablement*** directly or indirectly resulting from or consequent upon any ***pre-existing condition*** not declared to and accepted in writing by us, or any ***bodily injury*** contributed to or aggravated by any specifically excluded or ***pre-existing condition***, and any condition or body part specifically excluded by endorsement attached to or incorporated in the schedule to this insurance.

13 Repetitive strain

death or ***disablement*** directly or indirectly resulting from or consequent upon repetitive strain injury or syndrome or any other gradually operating cause.

14 Suicide and self-inflicted injury

death or ***disablement*** directly or indirectly resulting from or consequent upon suicide or attempted suicide, intentional self-inflicted ***bodily injury*** including self-inflicted ***bodily injury*** arising from mental illness or intentional ***bodily injury*** of the ***insured person*** by the ***insured***.

15 War and terrorism

death or ***disablement*** directly or indirectly resulting from or consequent upon ***war*** and/or ***terrorism***.

Other personal accident terms and conditions

1 Change of circumstances

1.1 Change of material facts

At inception of this insurance certain material information was disclosed. It is a condition of the policy that there shall be no material change in, or addition to, that information, either before or during the ***period of insurance***, except that if ***you*** or ***your*** agent informs us immediately of any such material change or addition ***we*** may agree to continue the policy on such terms and conditions as it may determine.

1.2 Change of occupation

If the ***insured person*** will engage in any occupation or activity in which greater risk may be incurred than in the occupation declared in the schedule without first notifying us and obtaining our written agreement to the amendment of the policy (subject to the payment of such reasonable additional premiums as ***we*** may require as the consideration for such agreement), then no claim will be payable in respect of any ***accident*** arising out of or in the course of such occupation or activity.

2 Claim discharge

The ***beneficiary's*** receipt will discharge the ***insurer***.

3 Compromised settlements

If ***you*** compromises any claim under this insurance with ***us***, where more than one (1) party has an interest in the ***insured person*** the ***benefit*** will represent the total amount payable in respect of that person for all interests covered by this Section.

4 Conditions on payment

Payment may be made under this Section only after the ***beneficiary*** has submitted, through the intermediary as stated in the schedule, the completed claim form, a general medical release signed by the ***insured person***, any other materials that ***we*** request, and only after ***we*** has completed an investigation of such incident or claim and agreed that the claim is covered under the terms and conditions of this policy.

5 Medical examination

After initial notice or submission of an incident or claim, any medical examiner appointed by us will be allowed, so often as may be deemed necessary to conduct an examination of the ***insured person***; and in the event of ***accidental*** death of the ***insured person*** to conduct an autopsy if legally permitted.

6 Prior physical disability or condition

If the consequences of an ***bodily injury*** are judged by any medical examiner appointed by ***us*** to be aggravated by any physical disability or condition of the ***insured person*** which existed before the ***bodily injury*** occurred, the amount of any benefit payable under this policy in respect of the consequences of the ***bodily injury*** will be reduced by the amount which it is reasonably considered would be attributable to the effect of the prior physical disability or condition of the ***insured person*** in the course of the claim.

7 Refund by beneficiary

Prior to any claim payment under the ***permanent total disablement*** section of the schedule of compensation the ***beneficiary*** will sign an undertaking that in the event the ***insured person*** subsequently recovers sufficiently to resume his occupation, then the ***beneficiary*** will immediately refund any ***permanent total disablement benefits*** paid to them under this insurance.

8 Schedule of compensation restrictions

8.1 Claiming under more than one (1) item of ***benefit***:

8.1.1 If it is possible to claim ***benefit*** under more than one (1) item of compensation in the schedule of compensation, then ***you*** may elect to claim under any one (1) item

of ***benefit*** that offers the maximum amount of payment except always that ***we*** are only liable to pay ***benefit*** under a single item of ***benefit*** under the schedule of compensation.

8.1.2 If an ***accident*** involves the death of the ***insured person*** prior to the definite settlement of compensation for ***disablement***, ***we*** will pay the ***beneficiary*** the ***benefit*** for death as a result of ***accidental bodily injury*** in the schedule of compensation. If death is not insured no ***benefit*** will be payable under this insurance.

8.2 Interest
No ***benefit*** payable under this insurance will carry interest.

8.3 ***Benefits*** exceeding the ***accumulation limit***
Where to aggregate value of ***benefit*** claimed in respect of all ***insured persons*** suffering death or ***disablement***t for the one (1) event exceeds the ***accumulation limit***, the amount claimed by each ***beneficiary*** will be reduced in proportion to the ratio that the ***accumulation limit*** bears to the total amount claimed.

9 Third party rights

The ***insured person*** or the ***insured person's*** personal representatives will have no right to claim from or sue ***us*** in respect of any ***benefit*** payable under this Section.

Conditions precedent for personal accident

1 Co-existing accident insurance

It is a condition precedent to ***our*** liability under this Section that ***you*** have no other accident insurance with respect to the ***insured person*** except as specifically declared to ***us*** at inception or agreed by ***us*** during the ***period of insurance***.

General conditions

1 Conditions that allow us to void your policy

The following Conditions must be complied with before ***we*** can confirm that ***we*** will deal with any claim under ***your*** policy. Breach of these Conditions will entitle ***us*** to void ***your*** policy from the date the policy began.

2 Change in circumstances

You must advise us immediately :

2.1 of any change in your ***business*** or address;

2.2 if there is any alteration in the risk whereby the risk of injury, liability or ***damage*** is increased;

2.3 if there is any alteration to the information declared on the ***statement of fact*** or ***proposal***;

2.4 if the ***business*** is wound up or carried on by a liquidator or receiver or permanently discontinued;

2.5 if ***your*** interest ceases other than by will or operation of the law.

3 Material inaccuracy

3.1 The information provided by or on ***your*** behalf in connection with this insurance (whether at inception or otherwise) shall be materially accurate and not omit material information which is known by ***your*** board members or equivalent and/or ***your*** risk manager or ought to have been known by them following their reasonable enquiry.

3.2 Breach by fraud or dishonesty
If ***you*** or anyone acting on ***your*** behalf breaches this condition (whether at inception or otherwise) by fraud or dishonest act or omission, ***we*** may:

3.2.1 avoid this policy from inception; or

3.2.2 impose such terms, conditions and/or additional premium as ***we*** may in ***our*** sole discretion determine; and

any benefit which ***you*** have received under this policy which resulted from any such fraud or dishonest act or omission shall immediately be repaid to ***us***.

3.3 Breach by non-disclosure, misrepresentation (other than fraudulent or dishonest)
If ***you*** or anyone acting on ***your*** behalf breaches this condition (other than by fraudulent or dishonest means), ***we*** may:

3.3.1 impose such terms and conditions (effective at inception or otherwise) as ***we*** would have imposed in the absence of such breach; and/or

3.3.2 charge such additional premium (effective at inception or otherwise) as ***we*** would have required in the absence of the breach; and

3.3.3 apply such applicable additional premium, amended terms and conditions or both to any notified claim or potential claim; and

we will promptly give ***you*** written notice of any applicable additional premium, amended terms and conditions or both.

3.4 Within fourteen (14) days of receipt of such notice, ***you*** will give ***us*** written confirmation of:

3.4.1 acceptance of and a promise to pay the applicable additional premium in accordance with the terms of trade applying to this insurance; or

3.4.2 the insured's acceptance of the amended terms and conditions; or

3.4.3 both as applicable.

3.5 If ***we*** can show to ***your*** reasonable satisfaction that ***we*** would have declined to enter into this insurance at inception or to accept the proposed amendment to this insurance during the ***period of insurance*** on any terms, ***we*** may avoid this policy from inception and, if no claims have been paid or accepted under this policy, ***we*** shall promptly return to ***you*** all premiums

received by ***us*** at the date of breach; and, if ***we*** have paid claim monies under this policy, ***you*** shall promptly repay all such claim monies to ***us***.

4 Observance

You must observe and fulfil the terms and conditions of this policy as they relate to anything to be done or complied with by ***you***.

5 Reasonable Precautions

You must take all reasonable precautions to prevent accidents or ***damage***. Further, ***you*** must ensure that all locking and/or fastening devices including alarms (if any) fitted for the protection of the items insured are brought into operation whenever the ***premises*** is closed for ***business*** or vehicles containing items insured are left unattended.

6 Conditions relating to behaviour

The following Conditions are of a general nature affecting ***your*** policy cover or policy procedures. These Conditions allow ***us*** to take the action described in each Condition.

7 Average

7.1 If the ***contents***, temporary plant and other ***property insured*** or loss of income covered by this policy at the commencement of any ***damage*** or loss are of greater value than the sum insured, ***you*** will be considered as ***your*** own insurer for the difference and bear a rateable proportion of the loss accordingly.

7.2 This condition only applies to Sections:

7.2.1 Property All Risks

7.2.2 Business Interruption All Risks

7.2.3 Contract works

8 Basis of rating

8.1 ***Your*** premium is based on the total number of people shown in ***your statement of fact***. ***You*** must tell ***us*** immediately if this number changes and pay any extra premium which may be necessary.

8.2 If employed persons are engaged on a temporary basis ***you*** must allow for such persons under the total number of people shown in your ***statement of fact***. However if the total number of working days for all temporarily employed persons in any one ***period of insurance*** is less than fifty (50) days and the Employers Liability Section of ***your*** policy is operative, then cover will automatically be provided and ***you*** do not need to tell ***us***.

9 Cancellation

We may at any time during the ***period of insurance*** cancel this policy by giving thirty (30) days written notice by recorded delivery to ***you*** at the address shown on the schedule but without prejudice to obligations incurred prior to the expiry of such notice. ***We*** will return to ***you*** a proportionate part of the premium paid.

No premium refund will be allowed in the event that ***you*** cancel this policy.

10 Contracts (Rights of Third Parties) Act 1999

This policy does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation, by any person who is not named as the ***insured***; and

10.1 both ***we*** and ***you*** may amend or lapse this policy without giving notice to, or requiring the consent of, any other third party,

10.2 ***we*** may cancel this policy without giving notice to, or requiring the consent of, any other third party.
However, this will not preclude rights enforceable under the Third Parties (Rights against Insurers) Act 2010.

11 Privacy and the Data Protection Act 1998

11.1 All personal information (including sensitive personal data such as health details or criminal convictions) provided in connection with this policy will be processed in accordance with the Data Protection Act 1998. The ***insured*** consents to all personal information so provided being used for the purposes and being disclosed to the parties set out below.

11.2 Where personal information is provided about another person, the ***insured*** is required to inform that person of the ***insurers'*** identity, and why their personal information will be processed and disclosed. The insured is also required to obtain their written consent to the processing of their personal information in this way and provide, on request, such consent to the ***insurer***.

11.3 Personal information is used:

11.3.1 to administer the policy, including underwriting, renewal information, validation of claims history and claims handling;

11.3.2 for research, analysis, statistic creation, and customer profiling;

11.3.3 for fraud prevention and debt recovery.

11.4 Personal information may be disclosed to

11.4.1 other members of the QBE Insurance Group;

11.4.2 other insurance entities interested in the risk written under this policy;

11.4.3 agents and service providers appointed by the insurer to carry out activities in connection with the policy;

11.4.4 credit reference and fraud databases;

11.4.5 law enforcement and other statutory bodies;

11.4.6 potential purchasers of the whole or part of the our business.

11.5 If false or inaccurate information is provided and fraud is suspected this fact will be recorded and the information will be available to other organisations that have access to the fraud databases.

11.6 Personal information may be transferred to third parties in countries outside the European Economic Area which may not have the same standards of protection for personal information as the United Kingdom. The ***insurer*** will ensure that such transfers comply with the data protection law and the personal information is kept securely and protected from unauthorised access.

11.7 The ***insurer*** maintains protections and procedures in the storage and disclosure of personal information to keep it secure and prevent unauthorised access to or loss of such information.

11.8 The ***insurer*** may monitor and record all communications with you for compliance and training purposes.

11.9 Should the ***insured*** wish to see the information held, have any queries in relation to the way such information is used or discover any inaccuracies, the insured should write to the Data Protection Officer at QBE Insurance (Europe) Limited, Plantation Place, 30 Fenchurch Street, London EC3M 3BD.

12 Electronic Documents Clause

It is understood and agreed that ***we*** may hold documents relating to this insurance and any ***claims*** under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

13 Law Clause

Unless otherwise stated this insurance policy shall be governed by and interpreted in accordance with the laws and practice of England. The courts of England will have exclusive jurisdiction to settle any disputes arising out of or in connection with this policy.

General Conditions

14 SIA Licensing

All ***employees*** required to be licensed by the SIA under the Private Security Industry Act 2001 or any subsequent or amending legislation must comply with the licensing requirements of the SIA in force at the time of the claim.

This Condition shall not apply to those ***employees*** considered exempt as Approved Contractors under Section 4 (4) of the Private Security Industry Act 2001 or any subsequent or amending legislation.

15 Sanction limitation and exclusion

We shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose ***us*** or any member of our group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

Claim Conditions

What to do in event of a claim

The following Conditions must be complied with after an incident that may give rise to a claim under your policy. Breach of these conditions will entitle ***us*** to refuse to deal with the relevant claim.

1 Claim notification

You or any other party insured by ***your*** policy must inform Sutton Specialist Risks Ltd and subsequently give notice in writing:

1.1 immediately but in any event, within three (3) working days of receipt of any:

1.1.1 notice of adjudication, referral notice or any adjudication notice pursuant to contract;

1.1.2 notice of referral to any tribunal;

1.1.3 a dispute under the Local Democracy, Economic Development and Contracts Act 2009;

1.1.4 receipt of notice of any impending inquest, fatal accident inquiry or other legal proceedings;

1.1.5 impending prosecution, inquest or inquiry in connection with any accident or disease, which may be the subject of claim;

1.2 but in respect of any claim under Section - Professional Indemnity insurance as soon as reasonably practicable:

1.2.1 but in any event not later than thirty (30) days from receipt of any ***claim*** or any notice of an intention to make a claim, and for the avoidance of doubt within the ***period of insurance*** or within seven (7) days after the expiry of the ***period of insurance***;

1.2.2 of any ***circumstance***, but in any event before expiry of the ***period of insurance***;

1.2.3 after becoming aware that a case directly affecting ***you*** is being reviewed by any ombudsman;

1.2.4 of any other loss or suspicion of loss that is or may be insured.

1.3 as soon as practical but in any event within thirty (30) days in the case of any other ***damage***, ***bodily injury***, incident, accident, ***insured event*** or occurrence, that may give rise to a claim under any ***your*** policy but not separately specified above.

1.4 but in respect of any claim under Section - Personal Accident:

1.4.1 ***you*** must give notice to ***us*** in writing or by an agreed electronic medium as soon as reasonably practicable or at least within ninety (90) days from the date of ***bodily injury*** of the ***insured person*** that causes or may cause death or ***disablement*** insured by this section;

1.4.2 in the event of ***disablement***, claims other than first notice must be presented to ***us*** for settlement within twelve (12) months of the date of the original ***bodily injury*** giving rise to such claim under this Section, unless we agree otherwise;

1.4.3 if an ***accident*** involves the death of the ***insured person*** claims must be presented to ***us*** within twelve (12) months of the date of the original ***bodily injury*** giving rise to such claim under this Section, unless we agree otherwise;

and give ***us*** any further information and assistance ***we*** may require.

1.5 but in respect of Section – Legal Expenses:

1.5.1 To make a claim under this Section, please telephone ***DAS*** on 0117 933 0696.

1.5.2 ***We*** 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 Section, ***we*** will provide ***you*** with a claim reference number. At this point ***we*** will not be able to confirm that ***you*** are covered but ***we*** will pass the information that ***you*** have given ***us*** to our claims handling teams and explain what to do next.

1.5.3 If ***you*** would prefer to report ***your*** claim in writing please send it to:

The Claims Department, DAS Legal Expenses Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Alternatively ***you*** can e-mail ***your*** claim to ***DAS*** at newclaims@das.co.uk.

1.5.4 Claims are usually handled by a representative appointed by ***us***, but sometimes ***we*** deal with them ourselves.

1.5.5 Please do not ask for help from a solicitor or accountant before ***we*** have agreed. If ***you*** do, ***we*** will not pay the costs involved.

2 Claims procedure

2.1 For each and every claim ***you*** or any person claiming under ***your*** policy must:

2.1.1 take all practical steps to minimise ***damage***, prevent further injury or ***damage*** and recover property damaged;

2.1.2 inform the police immediately of any malicious damage, theft or loss of money or other property;

2.1.3 within thirty (30) days (or any other period ***we*** agree) send us a claim in writing giving full details of the bodily injury, incident, accident, occurrence or ***damage*** to property with satisfactory proof to us of the amounts claimed.

2.1.4 give ***us*** any help ***we*** require;

2.1.5 send ***us*** any documents that will enable ***us*** to settle, investigate or resist any claim as ***we*** think fit;

2.1.6 not incur any expense or admit responsibility or promise any payment without ***our*** consent;

2.1.7 not respond to any letter, writ or summons or other document sent to ***you*** in connection with any accident, incident or occurrence that may relate to any claim under ***your*** policy or which may give rise to a claim under any Section of your policy. ***You*** must immediately send them to Sutton Specialist Risks Ltd unanswered by return of post, or to ***us*** or legal representatives as may otherwise be advised by ***us***;

2.1.8 permit ***us*** to take any action ***we*** require in order to enforce any rights or remedies; or to obtain any relief or recovery to which ***we*** may become entitled, whether this action is taken before or after ***we*** pay any claim under your policy.

3 Additional Interests

3.1 The interest of other parties in this insurance is noted and ***you*** undertake to declare the names of such interested parties immediately following any claim.

3.2 This condition only applies to Sections:

3.2.1 Property All Risks

3.2.2 Business Interruption All Risks

3.2.3 Contract works

4 Arbitration

4.1 If any difference arises concerning the amount to be paid under this policy (liability being otherwise admitted) the difference will be referred to an arbitrator, to be appointed by the parties in accordance with the statutory provisions in force at that period in time.

4.2 The arbitrator must make an award before any rights of action against ***us*** are pursued.

4.3 This condition only applies to Sections:

4.3.1 Property All Risks

4.3.2 Business Interruption All Risks

4.3.3 Contract works.

Claim Conditions

5 Contribution

5.1 Solely in relation to Sections - Property All Risks; Business Interruption All Risks and Contract works:

5.1.1 if at the time of any claim under these Sections there is any other insurance covering the same risk or any part of the risk ***we*** will not be liable for more than our rateable portion.

5.1.2 if the other insurance is subject to any condition of Average, these Sections, if not already subject to any condition of Average, will be subject to Average in the same manner.

5.2 In relation to all Sections other than as specified above if at the time of any claim under these Sections there is any other valid and collectible insurance available to ***you*** or any other party covered by this insurance, other than insurance that is specifically stated to be in excess of this policy and names ***you*** or any other party covered by this insurance for the insurance, then the insurance afforded by these Sections will be in excess of and will not contribute with such other insurance.

6 Fraud

You must not submit any claim under this policy that is in any respect fraudulent. Neither ***you*** nor anyone acting on ***your*** behalf may use fraudulent means or devices to obtain any payment under this policy. ***You*** must not commit or allow to be committed with ***your*** connivance any wilful act or neglect resulting in ***damage.***

7 Local Democracy, Economic Development and Construction Act

7.1 If a dispute under a construction contract defined in Sections 104 to 107 and section 117 of Part II of the above Act is being referred to adjudication under the procedures of the Act and may involve ***us*** in a payment under any section of ***your*** policy, then you must:

7.1.1 inform ***us*** verbally, by facsimile or by any other suitable means immediately ***you*** become aware of the referral;

7.1.2 send ***us*** immediately on receipt relevant documents in connection with the dispute.

we will only be responsible for damages and costs that become payable to ***you***.

7.2 ***You*** must not waive under contract or otherwise any rights of appeal against the decision given by the adjudicator. If you do not comply with this ***we*** will not pay the damages or costs for which ***you*** are held responsible to pay.

7.3 If ***we*** successfully appeal against a decision, and ***we***:

7.3.1 are allowed a full or partial recovery of the decision; and

7.3.2 have not received the amount involved from whatsoever source after a period of six (6) months from the date of the decision;

then ***we*** reserve the right to recover the amount from ***you***.

7.4 Any dispute will be dealt with in accordance with the terms, conditions and restrictions of ***your*** policy.

8 Our Rights

Under all sections of this policy, ***we*** will be entitled to:

8.1 use ***your*** name in legal proceedings,

8.2 take over and conduct the defence or settlement of any claim,

8.3 prosecute in ***your*** name for ***our*** own benefit at ***our*** own expense any other person,

8.4 instruct solicitors of ***our*** choice to act for ***you*** in any civil or criminal proceedings.

8.5 The following conditions only apply to Sections:

8.5.1 Property All Risks

8.5.2 Business Interruption All Risks

8.5.3 Contract works

a) as a result of any ***damage*** for which a claim is or may be made under this policy ***we*** and every person authorised by ***us*** may, without incurring any liability and without diminishing ***our*** right to rely upon any conditions of the policy:

b) enter, take or keep possession of the ***buildings***, or ***premises*** where the ***damage*** has happened,

c) take possession of or require to be delivered to ***us*** any of the items insured,

d) keep possession of and deal with the property for all reasonable purposes and in any reasonable manner.

e) ***you*** will not in any case be entitled to abandon any property to ***us*** whether taken possession of by ***us*** or not.

f) This condition will be evidence of ***your*** permission and licence for ***us*** to do so. If ***you*** or anyone acting on ***your*** behalf does not comply with ***our*** requirements, hinders or obstructs ***us*** in carrying out any of these acts, then all benefits under this policy will be forfeited.

9 Reinstatement of Property

9.1 If ***we*** elect or become bound to reinstate or replace any property ***you*** must at ***your*** own expense, produce and give us any plans, documents, books and information that ***we*** may require. ***We*** will not be bound to reinstate exactly or completely, but only as circumstances permit and in a reasonably sufficient manner, and will not in any case be liable in respect of any one of the items insured for more than the sum insured or limit of indemnity of that item.

9.2 This condition only applies to Sections:

9.2.1 Property All Risks

9.2.2 Business Interruption All Risks

9.2.3 Contract works

10 Related coverage contribution

In the event a claim can be brought under more than one Section of this policy by way of more than one Section providing for the same indemnity from a loss, then ***you*** must elect at ***your*** discretion which Section such indemnity is to be pursued under. Upon such election, a claim for that indemnity may not be brought under any other Section of the policy where such other Section would provide an indemnity for the same loss, regardless of whether ***you*** are successful in recovering for loss from the dual indemnity under its original election of Section which it choose to pursue. However, this condition shall not apply to any claim, indemnity or loss across more than one Section where you can demonstrate that materially different indemnities would be provided by us under each Section.

11 Subrogation

Any claimant under this policy must permit any action that may be required by ***us*** in order to enforce any rights and remedies or obtain relief or indemnity from other parties which ***we*** become entitled to, upon ***our*** paying for or making good any loss under this policy, whether the action is or becomes necessary before or after their indemnification by ***us***.

Complaints Procedure

Complaints - When things go wrong

QBE Insurance (Europe) Limited strives to provide an excellent service to all its customers but occasionally things can go wrong. QBE take all complaints seriously and endeavours to resolve all customers; problems promptly.

To ensure its service meets customers; expectations all comments received are recorded and analysed to facilitate continuous improvement to its service.

What you should do?

The steps you should take if you are not satisfied:

If you have a question or complaint about this insurance or the conduct of your intermediary please contact Sutton Specialist Risks in the first instance. Please write to the address in the schedule.

If you wish to contact ***us*** directly then except for Section – Legal Expenses please contact:

QBE Insurance (Europe) Limited, Plantation Place, 30 Fenchurch Street, London, EC3M 3BD,

tel: +44 (0)20 7105 5988, fax: +44 (0)20 7105 4032,

Email: CustomerRelations@uk.qbe.com

But for Legal Expenses:

Please contact DAS's customer relations department at:

DAS Legal Expenses Insurance Company Limited,

DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Tel: 0117 934 0066

Email DAS at customerrelations@das.co.uk

If, after making a complaint, you feel that the matter has not been resolved to your satisfaction then if you are an eligible complainant you may contact:

The Financial Ombudsman Service,

Exchange Tower, London E14 9SR.

Telephone 0300 123 9 123 or 0800 023 4567,

Website: http://www.financial-ombudsman.org.uk/consumer/complaints.htm.

Making a complaint to the Financial Ombudsman Service (FOS) does not affect your rights under this policy, but if you are not an eligible complainant then the informal complaint process ceases.

A summary of the complaint handling procedure is available on request and will also be provided to you when acknowledging a complaint.

What QBE will do if you complain?

1.1 **Our process**

Following a full investigation a nominated representative will attempt to resolve your complaint and reply, with a decision, within 5 working days after receipt of ***your*** complaint.

In cases requiring a more detailed investigation it may not be possible to reach a decision within this timeframe. If this is the case ***we*** will contact you and provide an estimated date for a decision. In any event this will not be longer than twenty (20) working days from the date of your complaint.

If ***you*** remain dissatisfied with the outcome and ***you*** write to ***our*** Chief Executive Officer, ***you*** will at this stage receive ***our*** final response letter.

If ***you*** are still unhappy with the decision ***you*** may have a right to refer the complaint to the FOS.

1.2 **About the Financial Ombudsman Service (FOS)**

Eligible complainants are:

1.2.1 private individuals; and

1.2.2 micro-enterprises.

'Micro-enterprises' will be able to bring complaints to the ombudsman as long as they have an annual turnover of under EUR2 million and fewer than ten (10) employees.

1.2.3 charities with an annual income of less than GBP1million; or

1.2.4 a trustee of a trust with net assets of less than GBP1million.

The FOS will only consider a complaint if the ***insured*** is an eligible complainant and if:

the ***insurer*** has been given an opportunity to resolve it and

1.2.5 the ***insurer*** has sent the ***insured*** a final response letter and the insured has referred its complaint to the FOS within six (6) months of the ***insurer's*** final response letter or

1.2.6 the ***insurer*** has not responded to the ***insured's*** complaint with a decision within eight (8) weeks.

2 Financial Services Compensation Scheme

The Company Market and Lloyd's underwriters are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if QBE is unable to meet its obligations under this contract.

Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme 10th Floor, Beaufort House,15 St Botolph Street, London EC3A 7QU or from their website (www.fscs.org.uk).

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