SHOPS

Policy
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Welcome to RSA. Thank you for choosing Us as Your insurer.

**About Your insurance Policy**

Your insurance Policy is made up of this Policy wording, Your Statement of Fact and the Schedule which shows the sums insured, Our Limits of Liability, the premium You will pay and any other terms which apply to Your Policy.

You should read the Statement of Fact, Schedule and the Policy wording together, to tell You what is covered and what is not covered, how We settle claims and other important information.

Some words in this Policy have a special meaning. They start with a capital letter and are in bold type whenever they appear in the Policy, and are listed under ‘Definitions’ at the end of the Policy.

We have set out ‘What is covered’ to the left of each page, and ‘What is not covered’ to the right.

There are also some special exclusions which apply to the whole of certain Insurances.

**The insurance contract**

This Insurance Policy is a legal contract between You and Us. Our acceptance of this risk is based on the information presented to Us prior to the commencement of the Policy, and at subsequent stages in respect of mid-term changes and renewal. Provided the on-line questions have been completed accurately and in good faith, and assumptions generated on the Statement of Fact checked, We will accept this as being a fair presentation of the risk.

We will provide the insurance described in this Policy (subject to all the terms, conditions and exclusion of this Policy) for the Period of Insurance shown in the Schedule and any subsequent period for which You shall pay and We shall agree to accept the premium.

This Policy has been issued by Royal & Sun Alliance Insurance plc.
Customer Care Services

As part of Our commitment to customer care, We have provided additional services to help You when You need it most.

Claims Helpline

We recognise that losses mean disruption to Your Business and that the ultimate test of any insurance policy is providing a fast, effective claims service. We also realise that running a business means that it might not be convenient for You to report a claim to Us during normal office hours. That’s why You can now notify Us of any claim when it suits You – any time of the day or night. All You have to do is call!

• 24 hour Claims Helpline (including Emergency Repairs and Catastrophe Claim)

0345 300 4006
(Please quote Your Policy number)

Emergency Repairs

Should emergency repairs be needed to Your Property We will put You in touch with a tradesman from our carefully selected panel. You will have to pay the cost of any work done, but where the Damage is caused by an insured Event You can of course submit the cost as part of Your claim. Whatever the nature of the emergency, You just need to make a single phone call.

Catastrophe Claim

If You are faced with a major catastrophe, such as a serious fire or flood, We recognise that You will need expert assistance immediately. We will send a representative to help You in a major crisis, 24 hours a day, 365 days a year.

Advice Lines

Where do You turn to for answers to questions that affect Your Business? Our advice lines will put You in touch with highly qualified experts who can offer information and assistance on a wide range of issues:

Legal Assistance (available 24 hours)
Health and Safety issues (available 24 hours)
Tax advice (available Monday to Friday, 9am to 5pm)
Stress Counselling (available 24 hours)

• Advice Lines

01455 251500
(Please quote reference number 70108)
Property Damage Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

Events

THE FOLLOWING EVENTS ONLY APPLY WHERE SHOWN AS INCLUDED UNDER OPERATIVE EVENTS IN THE SCHEDULE.

1. Fire, smoke, lightning, explosion and earthquake.

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

3. Storm or flood.

4. Escape of water from any tank, apparatus, pipe or appliance.

5. Impact by
   A) any road vehicle including any fork lift truck or other industrial vehicle or
   B) an aircraft or other aerial devices or articles dropped from them or
   C) an animal.

6. Accidental escape of water from any automatic sprinkler installation.

What is not covered

1. Your Contribution as shown in the Schedule.

2. Damage to Property caused by its undergoing any process involving the application of heat.

3. Damage arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority.

4. Damage in the course of theft or attempted theft directly caused by malicious persons not acting on behalf of or in connection with any political organisation.

5. Damage in respect of any Building which is empty or not in use directly caused by malicious persons not acting on behalf of or in connection with any political organisation.

6. Damage caused solely by change in the Water Table Level.

7. Damage caused by frost. Subsidence, Ground Heave or Landslip.

8. Damage caused to fences, gates and moveable Property in the open.

9. Damage in respect of any Building which is empty or not in use.

10. Damage by heat caused by fire.
What is covered

7 Theft or attempted theft.

8 Subsidence, Ground Heave or Landslip

9 Oil escaping from a fixed heating installation or connected apparatus.

10 Falling trees or their branches.

11 Leakage of alcoholic drinks and soft drinks from storage containers or connected apparatus.

12 A) Accidental breakage of fixed Glass and fixed sanitary ware forming part of the Buildings at the Premises and either owned by You or for which You are legally responsible for repair.

What is not covered

1 Your Contribution as shown in the Schedule.

2 Damage which does not involve

   A) entry to or exit from that part of the Building solely occupied by You for the purpose of the Business by forcible and violent means or
   B) actual or threatened assault or violence

   other than Damage to closed circuit television equipment, alarm system equipment, television or radio receiving aerials and satellite dishes belonging to You or for which You are responsible and which are securely fixed to the external structure of the Buildings.

3 Damage to Property in any part of the Building not occupied by You for the purpose of the Business.

4 Damage to lead forming part of the exterior of the Premises.

5 Damage to moveable Property in the open.

6 Damage to Property in any outbuilding.

7 Damage to Money and securities of any description.

8 Subsidence, Ground Heave or Landslip.

9 Oil escaping from a fixed heating installation or connected apparatus.

10 Falling trees or their branches.

11 Leakage of alcoholic drinks and soft drinks from storage containers or connected apparatus.

12 A) Accidental breakage of fixed Glass and fixed sanitary ware forming part of the Buildings at the Premises and either owned by You or for which You are legally responsible for repair.

   B) Accidental Damage to neon and illuminated signs and electric light fitments

   A) as a direct result of alterations to the framework or position of any Glass or neon and illuminated signs and electric light fittings or sanitary ware

   B) while the Premises are empty or not in use

   C) existing prior to the commencement of this Insurance and not subsequently replaced.

   Any amount in excess of £10,000 any one loss.
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<td>13 Any other accident.</td>
<td>1 Your Contribution as shown in the Schedule</td>
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<td>2 Damage by any of the Events 1 – 12 or the causes shown under ‘What is not covered’ for each of these Events (whether or not insured).</td>
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<td>3 Damage to any Property caused by</td>
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<td>A) its own faulty or defective design or materials</td>
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<td>B) inherent vice, latent defect, wear and tear, gradual deterioration or any gradually operating cause</td>
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<td>C) faulty or defective workmanship, operational error or omission on Your part or that of Your Employees but this shall not exclude subsequent Damage which itself results from an insured Event</td>
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<td>4 Damage caused by</td>
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<td>A) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests or insects</td>
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<td>B) change in temperature, colour, flavour, texture or finish</td>
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<td>C) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of connected steam and feed piping</td>
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<td>D) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates but not</td>
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<td>ii) subsequent Damage which itself results from an insured Event</td>
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<td>5 Damage caused by pollution or contamination.</td>
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<td>6 Damage caused by acts of fraud or dishonesty.</td>
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<td>7 Damage caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.</td>
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<td>8 Damage to a building or structure caused by its own collapse or cracking.</td>
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<td>9 Damage to fences, gates and moveable Property in the open by wind, rain, hail, sleet, snow, flood or dust.</td>
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<td>10 Damage to Property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.</td>
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<td>11 Damage to Property in transit.</td>
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<td>12 Damage to Money and securities of any description.</td>
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<td>13 Damage to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.</td>
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<td>14 Damage to Property or structures in course of construction or erection and to materials or supplies relating to such Property or structures.</td>
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Extensions to Cover

THIS INSURANCE ALSO COVERS

What is covered

1 Extinguishment Expenses
   The costs incurred by You in refilling fire extinguishing appliances and replacing used sprinkler heads solely as a result of insured Damage to the Property Insured.

2 Emergency Services
   Damage to landscaped gardens and grounds caused by the emergency services when attending the Premises as a result of Damages by any of the insured Events 1 to 13 of this Insurance.

3 Trace and Access and Repair or Replacement
   Damage occurring as a result of escape of water or oil as insured by Events 4, 6 and 9 including
   A) the costs necessarily incurred in locating the source of such Damage
   B) the costs necessarily incurred in repairing and making good any Damage caused in locating the source of the Damage and
   C) the costs of repairing or replacing tanks, apparatus, pipes or appliances which have been damaged by freezing.

4 Glazing Repairs
   The costs of
   A) any necessary boarding up or temporary glazing in order to secure the Premises pending replacement of broken Glass if a replacement cannot be made at the same time
   B) removing and re-fixing window fittings, framework and other obstacles to replacement
   C) repairing or replacing window frames
   D) replacing fixed Glass and sanitary ware in any part of the Buildings at the Premises also occupied by You as a private dwelling provided that such Glass and sanitary ware are not insured on another policy

   Incurred as a result of Damage by any of the insured Events 1 –13 of this insurance.

5 Theft Cover Extension
   A) The cost of repairing Damage to the Buildings as a result of theft (whether or not the Buildings are insured by this Insurance) if You are responsible for the repairs and the Damage is not insured by another policy.
   B) The expenses incurred up to £1,000 in necessarily replacing locks to the Buildings or any safes or strongrooms in them following theft of keys from such Buildings or from the residence of any of Your authorised keyholding directors, partners or Employees.

What is not covered

1 Your Contribution as shown in the Schedule
2 Any amount in excess of £10,000 any one loss.

1 Your Contribution as shown in the Schedule
2 Any amount in excess of £10,000 any one loss.

1 Your Contribution as shown in the Schedule
2 Any amount in excess of £10,000 any one loss.

1 Any amount in excess of £10,000 any one loss including Damage covered by Event 12.

1 Damage to Buildings which You own but have failed to insure under this Policy or any other policy.
What is covered

6 Repair Costs
Repair costs for which You are responsible in respect of Damage to
A) the Buildings caused by falling television or radio receiving aerials, aerial fittings and masts or satellite dishes
B) underground water, gas and drainpipes or electricity cabling extending from the Buildings to the public mains.

7 Unauthorised Use of Electricity, Gas or Water
The cost of metered electricity, gas or water for which You are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the Premises without Your authority.

8 Loss of Metered Water
The additional metered water charges incurred by You as a result of Damage caused by any of the Events insured.

The amount payable shall be ascertained by comparing the charge made by the water suppliers on their accounts for the period during which the loss occurred with the normal charge but adjusted for any relevant factors affecting Your liability for metered water charges during such period.

9 Property at Other Locations
Damage to
A) documents and business books whilst removed from the Premises to any location and whilst in transit
B) any other Property Insured (excluding vehicles licensed for road use) whilst temporarily removed from the Premises to any location and whilst in transit for cleaning, renovation, repair or other similar purposes.

What is not covered

1 Your Contribution as shown in the Schedule
2 Any amount in excess of £2,500 in any one Period of Insurance.
3 Damage unless
   A) the Premises have been inspected weekly by You or a responsible person on Your behalf prior to the unauthorised occupation of the Premises
   B) all practicable steps are taken to terminate such unauthorised occupation and use of the electricity, gas or water as soon as it is discovered.

1 Your Contribution as shown in the Schedule
2 Any amount in excess of £10,000 any one loss.
3 Any loss for which remedial action has not been taken within 14 days of the discovery of the Damage.

1 Your Contribution as shown in the Schedule
2 Any amount in excess of the following amounts
   A) in respect of documents and business books £25,000 any one loss
   B) in respect of any other Property Insured the Limit of Liability shown in the Schedule for Contents temporarily removed but not exceeding £250,000 any one loss.
3 Damage by theft from
   A) any building not permanently occupied by You for the purpose of the Business unless the building is securely locked
   B) any unattended vehicle unless all points of access to the vehicle are locked or the vehicle is stolen at the same time
   C) any vehicle which is away from Your own Premises or a site where You are working between the hours of 1800 and 0800 unless such vehicle is contained in a securely locked building or guarded security park.
4 Any Property that is insured on another policy.
5 Damage occurring outside the Territorial Limits as shown in the Schedule for Contents temporarily removed.
What is covered

10 Alterations and Additions – Buildings, Shop Front, Tenant’s Improvements and General Contents

Alterations or additions made to any Buildings or Shop Front insured or Buildings, Shop Front, Tenant’s Improvements or General Contents acquired or constructed during the Period of Insurance at any Premises covered by this Insurance or elsewhere in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man. Cover will be subject to the terms of this Insurance and will apply from the time from which You became responsible for such Property until the next renewal of the Policy at which date specific insurance should be effected.

The sum insured (and Declared Value) by each item shall be deemed to be increased for that period only by the value of the additional Property insured under the item but by not more than 10% and subject to Our liability not exceeding £500,000 in respect of additional Property at any one premises.

11 Seasonal Increase in Stock

An increase in the sum insured on Stock for the Amount of Increase and Period(s) of the year shown in the Schedule.

12 Index Linking

An adjustment in the sums insured (and Declared Values where appropriate) shown on the Schedule, excluding Rent, will automatically be applied monthly in line with the relevant recognised index. Index linking of the sums insured will continue during repair or replacement following Damage provided the sums insured at the time of the Damage represent the full rebuilding or replacement cost as appropriate, and work is carried out without undue delay.

For Your protection We will not reduce Your sums insured if the index moves down unless You ask Us to.

No extra charge will be made for any increase in sums insured until the renewal of the Policy when the renewal premium will be based on adjusted sums insured.

What is not covered

1 Your Contribution as shown in the Schedule.
2 Damage to Property insured on another policy.

THIS INSURANCE ALSO DOES NOT COVER

1 Marine Policies

Damage to Property which at the time of the Damage is insured or would but for the existence of this Insurance be insured by a marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this Insurance not been effected.

2 Sonic Bangs

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

3 War and Allied Risks

Damage caused by

A) riot or civil commotion unless such Event is specifically insured and then only to the extent stated

B) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
### What is covered

#### 4 Pollution and Contamination

Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or **damage** to the **property insured** caused by

A) pollution or contamination which itself results from any *event insured* (other than *event 13*)

B) any *event insured* (other than *event 13*) which itself results from pollution or contamination.

#### 5 Radioactive Contamination

Damage to any **property whatsoever** or any loss or expense whatsoever resulting or arising therefrom or any loss 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 nuclear component of it.

#### 6 Terrorism

**Damage** caused by or happening through or in consequence directly or indirectly of

A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and

B) in Northern Ireland civil commotion.

This Insurance also excludes **damage** or loss resulting from **damage** directly or indirectly caused by resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

In **Great Britain** and Northern Ireland Terrorism means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty’s government in the United Kingdom or any other government de jure or de facto.

In so far that this Insurance is extended to include any situation elsewhere than in **Great Britain** and Northern Ireland Terrorism means any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to

A) influence any government or any international governmental organisation or

B) put the public or any section of the public in fear.

In any action, suit or other proceedings where **We** allege that by reason of this exclusion any **damage** or loss resulting from **damage** is not covered by this Insurance the burden of proving that such **damage** or loss is covered shall be upon **You**.

### What is not covered

#### 4 Pollution and Contamination

### 5 Radioactive Contamination

### 6 Terrorism
What is covered

What is not covered

7 Electronic Risk

A) Damage to Data which shall include but shall not be limited to
   i) Damage to or corruption of Data whether in whole or in part
   ii) unauthorised appropriation of use of access to or modification of Data
   iii) unauthorised transmission of Data to any third parties
   iv) Damage arising out of any misinterpretation, use or misuse of Data
   v) Damage arising out of any operator error in respect of Data

B) Damage to the Property Insured arising directly or indirectly from
   i) the transmission or impact of any Virus
   ii) unauthorised access to a System
   iii) interruption of or interference with electronic means of communication used in the conduct of Your Business including but not limited to any diminution in the performance of any website or electronic means of communication
   iv) Failure of a System
   v) anything described in A) above

but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent Damage which itself results from any of the Events insured provided that such Damage does not arise by reason of any malicious act or omission.
Property Damage Insurance - how We settle claims

If any of the Property Insured described in the Schedule suffers Damage by any Event covered under this Insurance We will pay You the amount of loss or at Our option reinstate or replace such Property provided that Our liability in any one Period of Insurance shall not exceed in the whole the total sum insured or in respect of any one item its sum insured or any other stated Limit of Liability.

How We settle claims for Damage to Buildings, Shop Front, Tenant’s Improvements and General Contents (other than motor vehicles, directors’, partners’ and Employees’ personal effects, documents, business books, photographs, films and transparencies)

As long as the Damage is covered under this Insurance We will pay You.

Cost A

The cost of reinstatement which is

1. the cost of rebuilding where the Property is destroyed or the cost of replacement by similar Property in the case of General Contents
2. the cost of repairing or restoring the damaged portions where the Property is damaged

all to a condition substantially the same as but not better or more extensive than its condition when new.

Cost B

The cost of complying with Public Authorities requirements which is the additional cost of reinstatement of the Property incurred with Our consent in complying with Building Regulations or local authority or other statutory requirements first imposed upon You following the Damage provided that

1. the reinstatement is completed within twelve months of the occurrence of the Damage or
2. within such further time as We may allow in writing excluding

1. the cost of compliance with any of the above regulations or requirements relating to undamaged Property or undamaged portions of Property other than foundations
2. any rate, tax, duty, development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the above regulations or requirements.

Cost C

The cost of removing debris which is the cost incurred with Our consent in removing debris, dismantling, demolishing, shoring up and propping portions of the Property excluding any costs or expenses

1. incurred in removing debris except from the site of such damaged Property and the area immediately adjacent to it
2. arising from pollution or contamination of Property not insured by this Insurance.

Cost D

The cost of professional fees which are those professional fees necessarily incurred in the reinstatement of the Property but not for preparing any claims.

Additional factors when settling these claims

The work of reinstatement on another site

The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to Your requirements provided that it does not increase Our liability.

Partial Damage

Where Damage occurs to only part of the Property Our liability shall not exceed the amount which We would have been liable to pay had the Property been wholly destroyed.

Alternative Basis of Settlement

Our liability shall be limited to the Alternative Basis of Settlement

1. until the cost of reinstatement has actually been incurred
2. if the work of reinstatement is not carried out as quickly as is reasonably practicable
3. if at the time of its Damage the Property is covered by any other insurance effected by You or on Your behalf and such other insurance is not on the identical basis of reinstatement defined in Cost A above
4. if in the Schedule it is stated that the Alternative Basis of Settlement applies.

Where the Alternative Basis of Settlement applies We will pay the value of the Property at the time of its destruction or the amount of the Damage including the cost of

• complying with Public Authorities’ requirements
• removing debris
• professional fees

as defined in Costs B, C and D above and subject to the provisions and exceptions applying to those costs.
Your sum insured – the penalty for underinsurance

If at the time of the Damage the Declared Value applying to the relevant Buildings, Shop Front, Tenant’s Improvements and General Contents item is less than 85% of the Insurable Amount (see below) You will be responsible for the difference and You will bear a proportionate share of the loss.

Insurable Amount is the total of the above Costs A, B, C and D in reinstating the Property Insured to a condition substantially the same as when new at the level of costs applying at the commencement of the Period of Insurance.

However, if the loss is settled under the Alternative Basis of Settlement the Declared Value of the relevant item shall be 115% of the base value shown and the Insurable Amount shall be the total of the value at the time of the Damage of the Property insured by the item and the additional Costs B, C and D above.

How We settle claims for Damage to documents, business books, photographs, films and transparencies

In respect of Damage to documents and business books

We will pay You

1. the value of the materials as stationery
2. the cost of clerical labour in writing up such documents
3. the costs necessarily incurred in connection with the reproduction of any information to be recorded excluding
   A) the value to You of the information
   B) any amount in excess of £25,000 any one loss
4. the cost incurred with Our consent in removing debris, dismantling, demolishing, shoring up and propping portions of the Property but excluding any costs or expenses incurred
   A) in removing debris except from the site of such damaged Property and the area immediately adjacent to it
   B) arising from pollution or contamination of Property not insured by this Insurance.

In respect of Damage to photographs, films and transparencies

We will pay You the cost price or current printing cost of such photograph, film or transparency and not any cost involved in re-shooting.

How We settle claims for Damage to Stock and other insured Property not specifically provided for

We will pay You

1. the value of the Property at the time of its destruction or the amount of the Damage
2. the cost incurred with Our consent in removing debris, dismantling, demolishing, shoring up and propping portions of the Property but excluding any costs or expenses incurred
   A) in removing debris except from the site of such damaged Property and the area immediately adjacent to it
   B) arising from pollution or contamination of Property not insured by this Insurance.

Sub Post Offices

If You are responsible for Stock belonging to the Post Office

1. We will not cover Damage
   A) for which the Post Office does not seek reimbursement
   B) which is in any way brought about by You or any member of Your household or Business staff
2. the most We will pay in respect of such Stock is £2,000 any one loss.

Artwork and Pictures

The most We will pay for Damage to any picture, painting or work of art is £2,500 in respect of any one item.

Your sum insured – the penalty for underinsurance

If at the time of the Damage the sum insured for Stock or other insured Property not specifically provided for is less than 85% of the Insurable Amount (see below) You will be responsible for the difference and You will bear a proportionate share of the loss.

The Insurable Amount shall be the value at the time of Damage of the Property insured by the item.

How We settle claims in respect of Rent of Buildings which suffer Damage

We will pay You

1. the actual reduction in Rent received solely as a result of the Damage if the loss relates to Rent receivable by You
2. the amount of Rent which continues to be payable by You in respect of the Buildings or portions of the Buildings whilst unfit for occupation solely as a result of the Damage if the loss relates to Rent payable by You

but Our liability shall be limited to the loss suffered within the Period of Rent insured (as shown in the Schedule) commencing from the date of the Damage.

Your sum insured – the penalty for underinsurance

If at the time of the Damage the sum insured for Rent is less than 85% of the Insurable Amount (see below) You will be responsible for the difference and You will bear a proportionate share of the loss.

The Insurable Amount shall be the annual Rent receivable or payable as the case may be at the commencement of the Period of Insurance. Such amount to be proportionately increased to correspond with the Period of Rent insured where that period exceeds twelve months.
Other considerations when settling any claims under this Insurance

Designation
Where necessary the item heading under which any Property is insured shall be determined by the designation under which such Property appears in Your books.

Workmen
We accept that this Insurance will not be prejudiced by the presence of workmen on the Premises for the purpose of effecting repairs and minor structural and other alterations and also for general maintenance purposes and the like.

When We reinstate or replace Property
We may at Our own option reinstate or replace any Property destroyed or damaged without being bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner.

Plans and documents in support of a claim
You shall produce at any expense and provide Us with all such plans, documents, books and information as We may reasonably require.

Transfer of interest
If at the time of any insured Damage to any Buildings covered by this Insurance You have contracted to sell Your interest in such Buildings and the purchase is subsequently completed the purchaser shall be entitled on completion of the purchase to the benefit or rights and liabilities under this Insurance in respect of such Damage. Such benefit shall be without prejudice to Your or Our rights and liabilities under this insurance and up to the date of completion of the purchase provided the Property is not insured by the purchaser or on his behalf against such Damage on another policy.

Automatic reinstatement after a loss
In the absence of written notice by You or Us to the contrary within 30 days of the occurrence of any Damage the applicable sum insured (or other restriction on the amount of Our liability under this Insurance) shall not be reduced by the amount of any loss provided that You shall pay the appropriate additional premium for such automatic reinstatement of cover and provided also that in respect of Damage by theft, theft, or fire it is a requirement of this Insurance that You maintain the Intruder Alarm System at the Premises in full and effective working order under a contract to provide both corrective and preventive maintenance with the installer or such other contractor as Us may designate.

Requirements which You must comply with to prevent loss or Damage

Fire Extinguishing Appliances
You shall maintain all fire extinguishing appliances in efficient working order.

Security Precautions
It is a requirement of this Insurance that whenever the Business Premises are left unattended You ensure that

A) all locks, bolts and other protective devices are in full and effective operation

B) all keys (including those relating to any part of the Intruder Alarm System) are removed from the Business Premises

Further, where We have specified in Your Schedule that the Business Premises must be protected by an Intruder Alarm System it is a requirement of this Insurance that You comply with the following conditions in respect of such Premises

1. You shall maintain the Intruder Alarm System at the Premises in full and effective working order under a contract to provide both corrective and preventive maintenance with the installer or such other contractor as Us may designate.

2. You shall ensure the Business Premises are not left unattended

A) unless the Intruder Alarm System is tested and set in its entirety and is together with the means of communication used to transmit signals in full and effective operation and where the equipment permits any alarm receiving centre to which the Intruder Alarm System is connected has acknowledged the setting signal

B) if police response to alarm signals has been withdrawn without Our written agreement.

3. You shall ensure that any Intruder Alarm System required or approved by Us is installed in accordance with a specification agreed in writing by Us.

4. You shall not make any alteration to or substitution of

A) any part of the Intruder Alarm System

B) the procedures agreed by You for police or any other response to any activation of or other warning signal pertaining to the Intruder Alarm System

C) the maintenance contract

without Our written agreement.

5. You shall not make any structural alteration of or changes in layout to the Premises that could affect operation of the Intruder Alarm System without Our written agreement.

6. You shall maintain secrecy of codes for operation of the Intruder Alarm System and shall not leave details of such codes at the Business Premises when the Business Premises are unattended.

7. You shall appoint at least two Keyholders and shall record details of the Keyholders with the police and any alarm receiving centre to which the Intruder Alarm System signals.

8. You shall immediately notify any change of Keyholder details to the police and any alarm receiving centre to which the Intruder Alarm System signals.

9. You shall ensure that in the event of notification of any activation of the Intruder Alarm System or interruption of the means of communication during any period that the system is set a Keyholder shall attend and allow access to the Business Premises without delay.

10. You shall advise Us as soon as possible and in any event not later than 10.00am on Our next working day and comply with any subsequent requirements stipulated by Us if You receive any notification

A) from the police, alarm installer/maintenance contractor or alarm receiving centre that response to alarm signals or line interruptions from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed

B) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance
C) that the Intruder Alarm System cannot be returned to or maintained in full working order.

Failure to comply with any of these requirements may result in Us not paying Your Property Damage claim.

Minimum Standards of Security

It is a requirement of this Insurance that the following security measures are in place at Your Premises unless otherwise stated in the Schedule.

1. The final exit door of the Business Premises must be secured with one of the following:
   A) a mortice deadlock which has 5 or more levers and/or conforms to British Standard BS3621 for timber or steel framed doors
   B) a cylinder operated mortice deadlock or deadlocking multi-point locking system with a minimum of three locking points for aluminium or UPVC framed doors
   C) a close shackle padlock with a minimum shackle thickness of 10mm together with the manufacturer’s corresponding locking bar irrespective of the door construction.

2. All external doors and all internal doors giving access to any part of the Buildings not occupied by You for the purpose of the Business must be secured with either:
   A) any of the locking arrangements specified in 1 above according to the construction of the doors
   or
   B) two key operated security bolts for doors fitted internally one fitted near the top and the other near the bottom of the door.

3. Where any of the doors described in 1 or 2 above are of double leaf construction:
   A) the first closing leaf must be secured with two key operated security bolts fitted internally and shooting vertically one at the top and the other at the bottom of the door
   and
   B) the final closing leaf must be secured with either
      i) any of the locking arrangements specified in 1 above according to the construction of the doors
      or
      ii) two key operated security bolts fitted internally and shooting vertically one at the top and the other at the bottom of the door.

4. All ground floor and basement opening windows/skylights and readily accessible opening windows/skylights on other floors (see below) must be secured with either key operated locking devices or other locking devices which rely upon a removable component for their security.

Readily accessible opening windows/skylights are those that can be reached from the ground without the use of a ladder or via extension balconies, downpipes, external staircases and fire escapes, canopies, outbuildings, garages, walls, nearby trees or roofs, adjoining or next door premises.

This requirement does not apply to windows/skylights which are protected by solid steel bars, grilles, locked gates, shutters, expanded metal or weld mesh.

Any door or window designated as a fire exit following a fire risk assessment is excluded from these requirements. Fire exit doors and windows must be secured by means of a device suitable for use in emergency escape situations whenever that part of the Business Premises is left unattended.

Failure to comply with any of these requirements may result in Us not paying Your Property Damage claim.

Kitchen Equipment

It is a requirement of this Insurance that where cooking equipment is used at the Business Premises:

1. all cooking equipment is operated and serviced in accordance with the manufacturer’s instructions
2. all cooking equipment is not left unattended whilst the heat source is operating and the power or fuel supply to such equipment is shut off outside working hours
3. all fat frying ranges are equipped with cooking thermostats arranged to prevent the temperature of fat rising above 205 degrees centigrade or the manufacturer’s recommended temperature and such thermostats are serviced at least once in every 12 month period
4. all cooking equipment hoods grease traps filters and other grease removal devices are cleaned at least monthly
5. all extract ducting is inspected and cleaned at least annually by professional contractors with a report issued and kept available for inspection
6. a minimum of one Class F fire extinguisher conforming to BS7937 and a fire blanket conforming to BS EN 1869 is located in each cooking area.

Failure to comply with any of these requirements may result in Us not paying Your Property Damage claim.
# Deterioration of Stock Insurance

**THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE**

<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <strong>Damage</strong> that occurs as a result of deterioration or putrefaction of Stock in the Cold Chamber of any refrigeration unit while at the Premises</td>
<td>1. Your Contribution as shown in the Schedule</td>
</tr>
<tr>
<td>A) due to the rise or fall in temperature resulting from any cause not excluded</td>
<td>2. Damage to Stock in the Cold Chamber of any refrigeration unit which at the commencement of the Period of Insurance in which the Damage occurred was more than fifteen years of age.</td>
</tr>
<tr>
<td>or</td>
<td>3. Damage in excess of the Sum Insured shown in the Schedule.</td>
</tr>
<tr>
<td>B) due to the action of refrigerant fumes which have escaped from the machine during the <strong>Period of Insurance</strong></td>
<td>4. Deterioration or putrefaction resulting from <strong>Damage</strong> at the Premises by fire, lightning, explosion, flood, earthquake, aircraft or other aerial devices or articles dropped from them or by leakage from a sprinkler installation.</td>
</tr>
<tr>
<td></td>
<td>5. <strong>Damage</strong> resulting from the deliberate act of any public electricity supply authority or the exercise by any such authority of its power to withhold or restrict supply.</td>
</tr>
<tr>
<td></td>
<td>6. <strong>Damage</strong> resulting from Your deliberate neglect.</td>
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<tr>
<td></td>
<td>7. Loss of goodwill or any loss which is not a direct result of the <strong>Event</strong> which led to a claim under this Insurance.</td>
</tr>
<tr>
<td></td>
<td>8. <strong>Damage</strong> by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.</td>
</tr>
<tr>
<td></td>
<td>9. <strong>Damage</strong> to any <strong>Property</strong> whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss directly or indirectly caused by or contributed to, by or arising from</td>
</tr>
<tr>
<td></td>
<td>A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel</td>
</tr>
<tr>
<td></td>
<td>B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or a nuclear component of it.</td>
</tr>
<tr>
<td></td>
<td>10. <strong>Damage</strong> caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or riot or civil commotion in Northern Ireland or the Republic of Ireland.</td>
</tr>
<tr>
<td></td>
<td>11. A) <strong>Damage</strong> to <strong>Data</strong> which shall include but shall not be limited to</td>
</tr>
<tr>
<td></td>
<td>i) <strong>Damage</strong> to or corruption of <strong>Data</strong> whether in whole or in part</td>
</tr>
<tr>
<td></td>
<td>ii) unauthorised appropriation of use of access to or modification of <strong>Data</strong></td>
</tr>
<tr>
<td></td>
<td>iii) unauthorised transmission of <strong>Data</strong> to any third parties</td>
</tr>
<tr>
<td></td>
<td>iv) <strong>Damage</strong> arising out of any misinterpretation, use or misuse of <strong>Data</strong></td>
</tr>
<tr>
<td></td>
<td>v) <strong>Damage</strong> arising out of any operator error in respect of <strong>Data</strong></td>
</tr>
</tbody>
</table>
What is covered

What is not covered

B) Damage to the Property Insured arising directly or indirectly from
   i) the transmission or impact of any Virus
   ii) unauthorised access to a System
   iii) interruption of or interference with electronic means of communication used in the conduct of Your Business including but not limited to any diminution in the performance of any website or electronic means of communication
   iv) Failure of a System
   v) anything described in A) above

but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded provided that such Damage does not arise by reason of any malicious act or omission.
How We settle claims for Stock in the Cold Chamber

We will pay the value of the Stock in the Cold Chamber at the time of the Damage.

Your sum insured – the penalty for underinsurance

If at the time of the Damage the sum insured for Stock in the Cold Chamber is less than 85% of the Insurable Amount (see below)

You will be responsible for the difference and You will bear a proportionate share of the loss.

The Insurable Amount shall be the total value at the time of Damage to Stock in the Cold Chamber at the Premises held in all refrigeration units.
All Risks Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

Section 1
1  Damage to Unspecified Equipment

Section 2
1  Damage to Specified Equipment

What is not covered

1  Your Contribution as shown in the Schedule.
2  Any item with a value in excess of the Single Article Limit shown in the Schedule.

THIS INSURANCE ALSO DOES NOT COVER (IN RESPECT OF BOTH SECTION 1 AND SECTION 2)

1  Any Property that is insured on another policy.
2  Damage by theft from any vehicle left unattended for the night.
3  Damage by theft from any vehicle unless the Property is concealed in a glove compartment or locked luggage compartment and either
   A)  all windows and sunroofs are fully closed and all doors and other means of access to the vehicle including the boot are locked
   or
   B)  entry or access to the vehicle has been effected by forcible and violent means.
4  Damage caused by
   A)  delay, confiscation or detention by order of any Government or Public Authority
   B)  counterfeit, substitute or foreign coins.
5  Damage to the contents of machines unless such contents are shown in the Schedule.
6  Damage as a result of any person obtaining any Property by deception.
7  Damage occurring outside the Territorial Limits as shown in the Schedule.
8  Damage caused by pollution or contamination.
9  Damage caused by disappearance, unexplained or inventory shortage, misfiling, or misplacing of information.
10 Damage to Property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
11 Damage commencing prior to the granting of cover under this Insurance.
12 **Damage** caused by
   A) its own faulty or defective design or materials
   B) inherent vice, latent defect, wear and tear, gradual deterioration or gradually operating cause, frost or change in the Water Table Level
   
   but not subsequent **Damage** which itself results from other **Damage** which is covered by this Insurance
   
   C) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests or insects
   
   D) change in temperature, colour, flavour, texture or finish
   
   E) mechanical or electrical breakdown, failure or derangement
   
   but not such **Damage** or subsequent **Damage** which itself results from other **Damage** which is covered by this Insurance.

13 **Damage** to **Money** and securities of any description.

14 **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.

15 **Damage** by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

16 **Damage** or any loss or expense whatsoever resulting or arising therefrom or any loss 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 a nuclear component of it.

17 **Damage** caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

18 A) **Damage** to **Data** which shall include but shall not be limited to
   
   i) **Damage** to or corruption of **Data** whether in whole or in part
   
   ii) unauthorised appropriation of use of access to or modification of **Data**
   
   iii) unauthorised transmission of **Data** to any third parties
   
   iv) **Damage** arising out of any misinterpretation, use or misuse of **Data**
   
   v) **Damage** arising out of any operator error in respect of **Data**

   B) **Damage** to the **Property Insured** arising directly or indirectly from
   
   i) the transmission or impact of any **Virus**
   
   ii) unauthorised access to a **System**
iii) interruption of or interference with electronic means of communication used in the conduct of Your Business including but not limited to any diminution in the performance of any website or electronic means of communication

iv) Failure of a System

v) anything described in A) above

but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded provided that such Damage does not arise by reason of any malicious act or omission.

19 Terrorism

Damage occasioned by or happening through or in consequence directly or indirectly of

A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and

B) in Northern Ireland

1) riot or civil commotion

2) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to Damage by fire or explosion.

This Insurance also excludes Damage or loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

In Great Britain and Northern Ireland, Terrorism means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty’s government in the United Kingdom or any other government de jure or de facto.

In so far that this Insurance is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to

A) influence any government or any international governmental organisation or

B) put the public or any section of the public in fear.

In any action, suit or other proceedings where We allege that by reason of this exclusion any Damage or loss resulting from Damage is not covered by this Insurance the burden of proving that such Damage or loss is covered shall be upon You.
## Extensions to Cover

**THIS INSURANCE ALSO COVERS**

<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1 Index Linking in respect of Section 2</strong></td>
<td></td>
</tr>
<tr>
<td>An adjustment in the sums insured in respect of Specified Equipment shown on the Schedule will automatically be applied monthly in line with the relevant recognised index. Index linking of the sums insured will continue during repair or replacement following Damage provided the sums insured at the time of the Damage represent the full replacement cost and work is carried out without undue delay. For Your protection We will not reduce Your sums insured if the index moves down unless You ask Us to. No extra charge will be made for any increase in sums insured until the renewal of the Policy when the renewal premium will be based on adjusted sums insured.</td>
<td></td>
</tr>
</tbody>
</table>
All Risks Insurance – how We settle claims

If any of the Property described in the Schedule suffers Damage We will pay You the amount of loss or at Our option reinstate or replace such Property provided that Our liability shall not exceed the applicable sum insured or Limit of Liability shown in the Schedule.

We will pay You the cost of reinstatement which is

1. the cost of replacement by similar Property where the Property is destroyed

2. the cost of repairing or restoring the damaged portions where the Property is damaged

all to a condition substantially the same but not better or more extensive than its condition when new.

Requirements which You must comply with to prevent loss or Damage

Portable Electronic Office Equipment

It is a requirement of this Insurance that each item of electronic office equipment designed for mobile or portable use with a replacement value over £250 must whenever the Business Premises are left unattended be secured in locked cupboards, cabinets or security containers the keys to which have been removed from the Business Premises.

Failure to comply with this requirement may result in Us not paying Your All Risks claim.

Other considerations when settling any claims under this Insurance

Partial Damage

Where Damage occurs to only part of the Property Our liability shall not exceed the amount which We would have been liable to pay had the Property been wholly destroyed.

Your sum insured – the penalty for underinsurance

If at the time of the Damage the sum insured for the Specified Equipment is less than 85% of the Insurable Amount (see below) You will be responsible for the difference and You will bear a proportionate share of the loss.

The Insurable Amount shall be the value of reinstating the Property to a condition substantially the same as when new at the level of costs applying at the commencement of the Period of Insurance.

Plans and documents in support of the claim

You shall at Your own expense produce and provide Us with all such plans, documents, books and information as We may reasonably require.
Business Interruption Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

Events

THE FOLLOWING EVENTS ONLY APPLY WHERE SHOWN AS INCLUDED UNDER PROPERTY DAMAGE INSURANCE OPERATIVE EVENTS IN THE SCHEDULE.

1. Fire, smoke, lightning, explosion and earthquake.

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

3. Storm or flood.

4. Escape of water from any tank, apparatus, pipe or appliance.

5. Impact by
   A) any road vehicle including any fork lift truck or other industrial vehicle or
   B) an aircraft or other aerial devices or articles dropped from them or
   C) an animal.

6. Accidental escape of water from any automatic sprinkler installation.

7. Theft or attempted theft.

What is not covered

1. Damage to Property caused by its undergoing any process involving the application of heat.

2. Damage arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority.

3. Damage arising from stoppage of work.

4. Damage in the course of theft or attempted theft directly caused by malicious persons not acting on behalf of or in connection with any political organisation.

5. Damage in respect of any Building which is empty or not in use directly caused by malicious persons not acting on behalf of or in connection with any political organisation.

6. Damage caused solely by change in the Water Table Level.

7. Damage caused by frost, Subsidence, Ground Heave or Landslip.

8. Damage caused to fences, gates and moveable Property in the open.

9. Damage by water discharged or leaking from an automatic sprinkler installation.

10. Damage in respect of any Building which is empty or not in use.

11. Damage in respect of any Building which is empty or not in use.

12. Damage by heat caused by fire.

13. Damage which does not involve
   A) entry to or exit from that part of the Building occupied by You for the purpose of the Business by forcible and violent means or
   B) actual or threatened assault or violence.

14. Damage to lead forming part of the exterior of the Premises.
### What is covered

<table>
<thead>
<tr>
<th>Event</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Subsidence, Ground Heave or Landslip.</td>
</tr>
<tr>
<td>9</td>
<td>Oil escaping from a fixed heating installation or connected apparatus.</td>
</tr>
<tr>
<td>10</td>
<td>Falling trees or their branches.</td>
</tr>
<tr>
<td>11</td>
<td>Leakage of alcoholic or soft drinks from storage containers or connected apparatus.</td>
</tr>
</tbody>
</table>
| 12    | A) Accidental breakage of fixed Glass and fixed sanitary ware  
   B) Accidental Damage to neon and illuminated signs and electric light fitments forming part of the Buildings at the Premises and either owned by You or for which You are legally responsible for repair. |
| 13    | Any other accident. |

### What is not covered

<table>
<thead>
<tr>
<th>Event</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Damage arising from the settlement or movement of made-up ground or by coastal erosion or erosion by any water course.</td>
</tr>
<tr>
<td>2</td>
<td>Damage occurring as a result of the construction, demolition, structural alteration or structural repair of any Property at the Premises.</td>
</tr>
<tr>
<td>3</td>
<td>Damage arising from normal settlement or bedding down of new structures.</td>
</tr>
<tr>
<td>4</td>
<td>Damage commencing prior to the granting of cover under this Insurance.</td>
</tr>
<tr>
<td>5</td>
<td>Damage caused by felling or lopping by You or on Your behalf.</td>
</tr>
<tr>
<td>6</td>
<td>Leakage of bottled stock.</td>
</tr>
<tr>
<td>7</td>
<td>Damage as a direct result of alterations to the framework or position of any Glass or neon and illuminated signs and electric light fitments or sanitary ware.</td>
</tr>
<tr>
<td>8</td>
<td>while the Premises are empty or not in use.</td>
</tr>
<tr>
<td>9</td>
<td>existing prior to the commencement of this Insurance and not subsequently replaced.</td>
</tr>
<tr>
<td>10</td>
<td>Damage by any of the Events 1 – 12 or the causes shown under ‘What is not covered’ for each of these Events (whether or not insured).</td>
</tr>
</tbody>
</table>
| 11    | Damage to any Property caused by  
   A) its own faulty or defective design or materials  
   B) inherent vice, latent defect, wear and tear, gradual deterioration or any gradually operating cause or  
   C) faulty or defective workmanship, operational error or omission on Your part or that of Your Employees  
   but this shall not exclude subsequent Damage which itself results from an insured Event. |
| 12    | Damage caused by  
   A) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects  
   B) change in temperature, colour, flavour, texture or finish  
   C) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of connected steam and feed piping  
   D) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates. |
What is covered

E) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services but not
i) such Damage which itself results from other Damage which is covered by this Insurance
ii) subsequent Damage which itself results from an insured Event.

4 Damage caused by pollution or contamination.
5 Damage caused by acts of fraud or dishonesty.
6 Damage caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
7 Damage to a building or structure caused by its own collapse or cracking.
8 Damage to fences, gates and moveable Property in the open by wind, rain, hail, sleet, snow, flood or dust.
9 Damage to Property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
10 Damage to Property in transit.
11 Damage to Property or structures in course of construction or erection and to materials or supplies relating to such Property or structures.
12 Damage to vehicles licensed for road use (including attached accessories), caravans, trailers, rail way locomotives, rolling stock, watercraft or aircraft.
13 Damage to land, roads, pavements, piers, jetties, bridges, culverts or excavations.
14 Damage to livestock, growing crops or trees.

What is not covered
Extensions to Cover

THIS INSURANCE ALSO COVERS

What is covered

1. Loss at Suppliers’ Premises
   Damage by any of the insured Events to any suppliers’ premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

2. Failure of Public Supply
   Loss as a result of accidental failure of the public supply of
   A) electricity at the terminal ends of the supply authority’s service feeders at the Premises
   B) gas at the supply authority’s meters at the Premises
   C) water at the supply authority’s main stop cock serving the Premises.

3. Disease, Murder, Suicide, Vermin and Pests
   Loss as a result of
   A) closure or restrictions placed on the Premises on the advice or with the approval of the Medical Officer of Health of the Public Authority as a result of a notifiable human disease manifesting itself at the Premises
   B) injury or illness sustained by any customer or Employee arising from or traceable to foreign or injurious matter in food or drink sold from the Premises
   C) closing of the whole or part of the Premises by order of the Public Authority for the area in which the Premises are situate as a result of defects in the drains and other sanitary arrangements at the Premises
   D) murder or suicide occurring at the Premises
   E) vermin and pests at the Premises.

4. Denial of Access and Loss of Attraction
   Damage to Property in the vicinity of the Premises by any of the insured Events which
   A) hinders or prevents the use of the Premises or access to them or
   B) causes a fall in the number of customers attracted to the vicinity of the Premises whether the Property used by You for the purpose of the Business shall be damaged or not.

What is not covered

1. Any amount in excess of 10% of the Gross Profit Sum Insured or £250,000 whichever is the lower after the application of all other terms and conditions of this Insurance.

2. Loss as a result of an accidental total failure of the public supply lasting less than 30 consecutive minutes.

3. Loss as a result of failure of the public supply caused by drought or the deliberate act of any supply authority or service provider or by the exercise by any authority of its power to withhold or restrict supply or services.

4. Any loss in excess of £250,000 after the application of all other terms and conditions of this Insurance.

5. Loss as a result of the failure or restriction of the public supply caused by industrial action or strikes.

6. Any amount in excess of £250,000 after the application of all other terms and conditions of this Insurance.
# What is covered

## 5 Telecommunications System
Loss as a result of accidental failure of the telecommunications system serving the Premises at the incoming telephone line terminals at the Premises.

## 6 Property at Other Locations and In Transit
**Damage** by any insured Event to

A) documents and business books whilst removed from the Premises to any location and while in transit within the Territorial Limits shown in the Schedule for Contents temporarily removed

B) any other Property Insured (excluding vehicles licensed for road use)

   i) whilst temporarily removed from the Premises to any location and whilst in transit for cleaning, renovation, repair or other similar purposes within the Territorial Limits shown in the Schedule for Contents temporarily removed

   ii) in transit to and from the Premises in a vehicle owned or operated by You within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

## 7 Outstanding Debit Balances
**Damage** by any insured Event at the Premises to Property Insured which prevents You from tracing or establishing customers’ Outstanding Debit Balances in whole or in part due to You.

# What is not covered

## 1 Loss as a result of accidental failure of satellite or mobile phone services.

## 2 Loss as a result of total failure of service lasting less than 60 consecutive minutes.

## 3 Loss as a result of failure of the telecommunications system caused by the deliberate act of the service provider or the exercise by any authority of its power to withhold or restrict services.

## 4 Any loss in excess of £5,000 after the application of all other terms and conditions of this Insurance.

## 5 Loss as a result of failure or restriction of the telecommunications system caused by industrial action or strikes.

## 6 Loss as a result of upgrading the system by You whether or not undertaken by the telecommunications authority.

## 7 Loss as a result of essential repair for routine maintenance work undertaken by the telecommunications authority.

## 1 Loss as a result of **Damage** to the conveying vehicle or craft by impact.

## 2 Any amount in excess of £25,000 any one loss after the application of all other terms and conditions of this Insurance.
What is covered

WHAT IS COVERED

THIS INSURANCE ALSO DOES NOT COVER

1 Sonic Bangs
Loss as a result of Damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

2 War and Allied Risks
Loss as a result of Damage caused by
A) riot or civil commotion unless such Event is specifically insured and then only to the extent stated
B) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3 Pollution and Contamination
Loss as a result of Damage caused by pollution or contamination but this shall not exclude loss resulting from Damage (not otherwise excluded) caused by
A) pollution or contamination which itself results from any Event insured (other than Event 13)
B) any Event insured (other than Event 13) which itself results from pollution or contamination.

4 Radioactive Contamination
Loss as a result of Damage caused by or happening through or causing loss or destruction of or Damage to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss 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 a nuclear component of it.

5 Terrorism
Loss as a result of Damage caused by or happening through or in consequence directly or indirectly of
A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
and
B) in Northern Ireland civil commotion.

This Insurance also excludes Damage or loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.
What is covered

What is not covered

In Great Britain and Northern Ireland Terrorism means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty’s government in the United Kingdom or any other government de jure or de facto.

In so far that this Insurance is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to

A) influence any government or any international governmental organisation or

B) put the public or any section of the public in fear.

In any action, suit or other proceedings where We allege that by reason of this exclusion any Damage or loss resulting from Damage is not covered by this Insurance the burden of proving that such Damage or loss is covered shall be upon You.

6 Electronic Risk

A) Loss as a result of Damage to Data which shall include but shall not be limited to

i) Damage to or corruption of Data whether in whole or in part

ii) unauthorised appropriation of use of access to or modification of Data

iii) unauthorised transmission of Data to any third parties

iv) Damage arising out of any misinterpretation, use or misuse of Data

v) Damage arising out of any operator error in respect of Data

B) Loss as a result of Damage to the Property Insured arising directly or indirectly from

i) the transmission or impact of any Virus

ii) unauthorised access to a System

iii) interruption of or interference with electronic means of communication used in the conduct of Your Business including but not limited to any diminution in the performance of any website or electronic means of communication

iv) Failure of a System

v) anything described in A) above

but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent Damage which itself results from any of the Events insured provided that such Damage does not arise by reason of any malicious act or omission.
Business Interruption Insurance – how We settle claims

If Damage by any Event covered under this insurance occurs at the Premises to Property Insured used by You for the purpose of the Business and causes interruption of or interference with Your Business at the Premises

We will pay You the amount of loss resulting from the interruption or interference caused by the Damage in accordance with the following:

1. in respect of reduction in Turnover
   the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period falls short of the Standard Turnover

2. in respect of Increase in Cost of Working
   the additional expenditure reasonably incurred in avoiding or minimising the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period but no more than the total of
   A) the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided plus
   B) 5% of the Gross Profit sum insured or £250,000 whichever is the less.

Outstanding Debit Balances – how We settle claims

If Extension to Cover 7 is included and Damage by any Event covered under this insurance occurs at the Premises which prevents You from tracing or establishing customers’ Outstanding Debit Balances in whole or in part due to You

We will pay You

1. the difference between the Outstanding Debit Balances and the total of the amounts received or traced in connection with such balances

2. the additional expenditure incurred with Our consent in tracing and establishing customers’ debit balances after the Damage.

Other considerations when settling any claims under this Insurance

Material Damage Requirement

Payment must have been made or liability admitted for the Damage under an insurance covering Your interest in the Property or payment would have been made or liability admitted for the Damage but for the operation of a term in such insurance excluding liability for losses below a specified amount.

Limit of Liability

Our liability in any one Period of Insurance shall not exceed the whole the total sum insured or in respect of any item its sum insured or any other stated Limit of Liability.

Alternative trading

If during the Indemnity Period (Business Interruption Insurance) goods are sold or services rendered elsewhere than at the Premises for the benefit of the Business either by You or by others on Your behalf the money paid or payable in respect of such sales or services shall be taken into account in arriving at the Turnover during the Indemnity Period (Business Interruption Insurance).

Savings

If any of the charges or expenses of the Business payable out of Gross Profit cease or reduce directly as a result of the Damage the amount of such savings during the Indemnity Period shall be deducted from the amount payable.

Underinsurance

If the sum insured is less than 85% of the Insurable Amount (see below) You will be responsible for the difference and You will bear a proportionate share of the loss.

The Insurable Amount is the Gross Profit which would have been earned in the twelve months immediately following the date of the Damage had the Damage not occurred after account has been taken of the trends of the Business and of the variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred (subject to the proviso that the amount of Gross Profit shall be proportionately increased to correspond with the maximum Indemnity Period (where it exceeds twelve months).

Note

1. Value Added Tax is excluded to the extent that You are accountable to the tax authorities.

2. Any adjustment implemented in current cost accounting is disregarded.

Professional Accountants’ charges

We will pay the reasonable charges payable by You to Your professional accountants for producing information required by Us under the terms of the Claims Conditions and for reporting that such information is in accordance with Your accounts.

Payments on account

Payments on account may at Our discretion be made during the Indemnity Period if requested by You.

Automatic reinstatement after a loss

In the absence of written notice by You or Us to the contrary the applicable sum insured (or other restriction on the amount of Our liability) shall not be reduced by the amount of any loss provided that You shall pay the appropriate additional premium for such automatic reinstatement of cover. (Automatic reinstatement will not be provided in respect of the cover for Outstanding Debit Balances).

Requirements which You must comply with to minimise loss of Outstanding Debit Balances

Duplicate Records

It is a requirement of this Insurance that You shall maintain a record elsewhere than in the building in which the original records are kept showing the total amount outstanding in the credit accounts of the Business at the end of each month and in the event of Damage giving rise to a claim shall supply that record to Us.

Failure to comply with this requirement may result in Us not paying Your Outstanding Debit Balances claim.
## Loss of Liquor Licence Insurance

**THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE**

<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered</th>
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| The loss of Gross Profit suffered by You if the Premises Licence in force is forfeited, suspended or withdrawn due to the operation of the Licensing Act, together with any resulting depreciation in value of the Premises should You be unable to obtain a further Premises Licence within 12 months and You sell the Premises. | 1. Loss arising from  
A) partial removal  
B) suspension or  
C) any failure by the Licensing Authorities to grant any requested alterations of the Premises Licence unless such partial removal, suspension or alteration is ancillary to the Premises Licence being fully removed or suspended. |
| 2. Loss arising from  
A) actual or proposed compulsory acquisition of any of the Premises  
B) scheme or town or country planning improvement or redevelopment  
whether such loss is direct or indirect. | 2. Loss arising from  
A) actual or proposed compulsory acquisition of any of the Premises  
B) scheme or town or country planning improvement or redevelopment  
whether such loss is direct or indirect. |
| 3. Loss arising from alteration after the inception of this Insurance of the law governing the grant, suspension, surrender, renewal, forfeiture, withdrawal or transfer of the Premises Licence unless We confirm in writing that the Insurance will apply after such alteration. | 3. Loss arising from alteration after the inception of this Insurance of the law governing the grant, suspension, surrender, renewal, forfeiture, withdrawal or transfer of the Premises Licence unless We confirm in writing that the Insurance will apply after such alteration. |
| 4. Loss arising from such refusal to renew a Premises Licence as entitles You to claim compensation under any statute. | 4. Loss arising from such refusal to renew a Premises Licence as entitles You to claim compensation under any statute. |
| 5. Loss arising from failure  
A) other than for good cause to keep open the Premises during the times stated on the operating schedule of the Premises Licence  
B) to maintain the Premises in good sanitary and general repair  
C) to comply with any direction or requirement of the Licensing Authorities. | 5. Loss arising from failure  
A) other than for good cause to keep open the Premises during the times stated on the operating schedule of the Premises Licence  
B) to maintain the Premises in good sanitary and general repair  
C) to comply with any direction or requirement of the Licensing Authorities. |
| 6. Loss arising from forfeiture of the Premises Licence occasioned wholly or in part by any act or omission by You or by Your failure to take all reasonable action to maintain the Premises Licence in force. | 6. Loss arising from forfeiture of the Premises Licence occasioned wholly or in part by any act or omission by You or by Your failure to take all reasonable action to maintain the Premises Licence in force. |
| 7. Loss arising from Your failure to apply for or follow the correct procedures for applying for a Premises Licence under the regulations of the Licensing Act. | 7. Loss arising from Your failure to apply for or follow the correct procedures for applying for a Premises Licence under the regulations of the Licensing Act. |
| 8. **War and Allied Risks**  
*Damage* caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. | 8. **War and Allied Risks**  
*Damage* caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. |
| 9. **Sonic Bangs**  
Loss resulting from *Damage* by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds. | 9. **Sonic Bangs**  
Loss resulting from *Damage* by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds. |
What is covered

What is not covered

10 Radioactive Contamination

Loss caused by or happening through or causing Damage to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss 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 a nuclear component of it.

11 Terrorism

Loss caused by or happening through or in consequence directly or indirectly of

A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

and

B) in Northern Ireland

1) riot or civil commotion

2) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to Damage by fire or explosion.

This Insurance also excludes Damage or loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

In Great Britain and Northern Ireland Terrorism means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty’s government in the United Kingdom or any other government de jure or de facto.

In so far that this Insurance is extended to include any situation elsewhere than in Great Britain and Northern Ireland, Terrorism means any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to

A) influence any government or any international governmental organisation or

B) put the public or any section of the public in fear.

In any action, suit or other proceedings where We allege that by reason of this exclusion any Damage or loss resulting from Damage is not covered by this Insurance the burden of proving that such Damage or loss is covered shall be upon You.
What is covered

What is not covered

12 Electronic Risk

Loss resulting from

A) Damage to Data which shall include but shall not be limited to

i) Damage to or corruption of Data whether in whole or in part

ii) unauthorised appropriation of use of access to or modification of Data

iii) unauthorised transmission of Data to any third parties

iv) Damage arising out of any misinterpretation, use or misuse of Data

v) Damage arising out of any operator error in respect of Data

B) Damage to the Property Insured arising directly or indirectly from

i) the transmission or impact of any Virus

ii) unauthorised access to a System

iii) interruption of or interference with electronic means of communication used in the conduct of Your Business including but not limited to any diminution in the performance of any website or electronic means of communication

iv) Failure of a System

v) anything described in A) above

but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded provided that such Damage does not arise by reason of any malicious act or omission.
Loss of Liquor Licence Insurance – how We settle claims

We shall pay You in accordance with Cover A and Cover B below if during the Period of Insurance the Premises Licence is forfeited, suspended or withdrawn due to the operation of the Licensing Act.

Cover A

The loss of Gross Profit suffered by You during the Indemnity Period and the amount payable shall be the aggregate of:

1. Shortage in Turnover less Turnover from Alternative Trading multiplied by the Rate of Gross Profit
2. Additional Expenditure less Savings in Costs

but shall be subject to any trend of the Business and other circumstances affecting the Business either before or after the loss of the Premises Licence or which would have affected the Business had the loss of the Premises Licence not occurred.

3. Professional Accountants’ Charges being the reasonable charges payable by You to Your professional accountants for producing information required by Us under the terms of the Claims Conditions and for reporting that such information is in accordance with Your accounts.

Cover B

The depreciation in value of the Premises solely as a result of You selling the Premises without a Premises Licence provided that You have been unable to obtain a Premises Licence within twelve months of the date of the forfeiture, suspension or withdrawal of the Premises Licence.

Reducing the chance of loss

What We will do

We shall be entitled to appeal in Your name against any such forfeiture, suspension or withdrawal and shall have full discretion in the conduct of any proceedings. You shall give all such assistance as We may require.

What We expect of You

You shall give written notice to Us as soon as reasonably practicable of the forfeiture, suspension or withdrawal of any Premises Licence or of any Event likely to prejudice the Premises Licence coming to Your knowledge stating (as far as is practicable) the grounds on which any order was made or the particulars of such Event.

As soon as practicable after the forfeiture or withdrawal of a Premises Licence You shall deliver to Us a detailed statement of the loss with all such proofs and information as may reasonably be required together with (if required) a Statutory Declaration of the truth and accuracy of such statement. You shall permit Us to take proceedings at Our expense to recover compensation or secure indemnity from any party in respect of anything covered by this Insurance.

You shall give written notice to Us of any alteration in the risk which renders void, voidable or liable to be forfeited, suspended or withdrawn any Premises Licence or which does or might occasion any disqualification. Subject to such notice You shall be deemed to have reaffirmed at each Renewal Date the information You provided at the inception of cover and contained in the Statement of Fact.

You shall use due diligence to

1. comply with the terms of the Premises Licence in the provision of accommodation, food, refreshments and entertainment
2. comply with the standards required by the fire, planning and food hygiene authorities.

You shall exercise against any Employee or agent who is responsible for the day-to-day running of the licensed Premises all rights, powers and privileges which You may be entitled to exercise to protect any Premises Licence against loss or to protect Your interest in the Premises. You shall make all such applications as You may be entitled to do under the Licensing Act to prevent the loss of the Premises Licence by non-renewal, forfeiture or withdrawal of the Premises Licence.

In the event of the death, bankruptcy or incapacity of any Employee or agent responsible for the day-to-day running of the licensed Premises or if such person shall abscond or be convicted of any offence You shall produce a suitable person to replace them.

No alterations shall be made to the Premises without the sanction of the Licensing and other competent authorities nor shall any offer be made to surrender or discontinue any Premises Licence without Our written consent.

Settlement of a claim under Cover A

If You wish to make claim under this Insurance You shall

1. notify Us as soon as reasonably practicable
2. take and permit to be taken any action which may be reasonably practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss
3. at Your own expense provide Us within 30 days after the expiry of the Indemnity Period or within such further time as We allow full details in writing of the claim
4. at Your own expense provide Us with all such books of account, documents, accounting and other information, proofs, explanations and evidence as may reasonably be required by Us for the purpose of verifying the claim. Any such accounting information required may be produced by professional accountants if at the time they are regularly acting as such for You and their report shall be prima facie evidence of the information to which the report relates.

Penalty for not complying

If You do not comply with what We require of You in Settlement of a claim under Cover A

1. no claim under this Insurance shall be payable and
2. any payment on account of the claim already made shall be repaid to Us forthwith.

Other considerations when settling any claims under this Insurance

If any difference arises as to the amount to be paid under this Insurance (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the Arbitration Act 1996 or any subsequent legislation replacing that. Where any difference is to be referred to arbitration the making of an award shall be a condition precedent to any right of action against Us.

If any claim under this Insurance is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this Insurance all benefit hereunder shall be forfeited.

If at the time of the forfeiture or withdrawal of any Premises Licence there is any other insurance covering the same loss We shall not pay more than its rateable portion of any claim.

We shall in no case be bound to accept notice of the transfer of interest arising hereunder and nothing herein contained shall give any right against Us to any person other than You except the transferee approved by Us which approval shall not be unreasonably withheld.

In connection with any claims against You We may at any time pay to You the Limit of Indemnity or any lesser amount for which such claims can be settled and after that We shall relinquish the control of such claims and be under no further liability in connection with them except for costs and expenses for which We may be responsible in respect of matters prior to the date of such payment.

Current Cost Accounting

For the purpose of the Definitions referred to in this Insurance any adjustment implemented in current cost accounting shall be disregarded.
Money Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered
Damage to Money and property described up to the Limit of Liability any one loss as stated in the Schedule or as below.

1 Negotiable Money
   A) in Your Business Premises during Working Hours or in transit or in a bank night safe and thereafter within bank premises until at the bank’s risk
      Limit of Liability – as shown in the Schedule.
   B) in Your Business Premises out of Working Hours
      i) in locked safes or strongrooms as shown in the Schedule
         Limit of Liability any one loss – as shown in the Schedule
      ii) in all other locked safes or strongrooms
         Limit of Liability any one loss – as shown in the Schedule
      iii) not in a locked safe or strongroom
         Limit of Liability any one loss – as shown in the Schedule
   C) in Your residence or that of Your directors, partners or Employees
      i) whilst in a locked safe or whilst an adult is in the residence
         Limit of Liability any one loss – £500
      ii) otherwise
         Limit of Liability any one loss – £250.

2 Non-Negotiable Money
   Limit of Liability any one loss – £250,000.

3 Damage to clothing and personal effects (not exceeding £25 per person in personal money) belonging to You or any of Your directors, partners or Employees following a robbery or attempted robbery whilst engaged in the Business
   Limit of Liability any one loss – £500 per person.

4 Stamped or impressed National Insurance Cards
   Limit of Liability – Unlimited.

5 Damage following theft or attempted theft to any postal franking machine, safe, strongroom or any container or waistcoat used for the carriage of Money belonging to You or for which You are responsible
   Limit of Liability – Unlimited.

What is not covered

1 Your Contribution as shown in the Schedule.
2 Damage by theft by any of Your directors, partners or Employees unless the theft is discovered within seven working days of the occurrence.
3 Damage by theft from an unattended vehicle.
4 Damage to or corruption of Data whether in whole or part.
5 Shortage due to error or omission.
6 Damage due to the use of counterfeit Money.
7 Damage outside of Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man.
8 Damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
9 Damage caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or riot or civil commotion in Northern Ireland or the Republic of Ireland.
10 Damage to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss 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 nuclear component of it.
Extensions to Cover

THIS INSURANCE ALSO COVERS

Personal Injury (Robbery)

What is covered

We will pay the appropriate Benefit to You in accordance with the amounts per Unit of cover and the Number of Units shown in the Schedule if accidental bodily injury is sustained by any Insured Person

1. solely and directly as a result of robbery or attempted robbery while engaged in the Business and
2. within two years is the sole cause of Death, Disablement or incurring of Medical Expenses for which the Benefit is claimed.

Benefits

1. Death
2. Loss of Eye or Loss of Limb
3. Permanent Total Disablement other than by Loss of Eye or Loss of Limb from gainful employment of any and every kind
4. Temporary Total Disablement from usual occupation
   Benefit payable per week for a maximum of 104 weeks in all and not necessarily consecutive
5. Medical Expenses necessarily incurred in the treatment of the Insured Person
   Reimbursement up to the amount shown in the Schedule payable per week for a maximum of 104 weeks

What is not covered

Benefit will not be paid for

1. Bodily injury sustained by any person before such person attains the age of sixteen years or after the expiry of the Period of Insurance during which such person attains the age of eighty years.
2. Bodily injury, Death, Disablement or Medical Expenses resulting from or contributed to by the Insured Person having a physical or mental defect of any sort which was known either to You or the Insured Person when the Policy was issued or at renewal unless the defect has been notified to Us and accepted in writing by Us
3. Sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause.
Money Insurance - how We settle claims

If Money and insured Property suffers Damage We will pay You the amount of loss of Money or at Our option reinstate or replace the Property provided that Our liability shall not exceed any stated Limit of Liability.

Sub Post Offices

If You are responsible for Money belonging to the Post Office

1. We will not cover Damage
   A) for which the Post Office does not seek reimbursement
   B) which is in any way brought about by You or any member of Your household or Business staff.

2. the most We will pay for such Money is £2,000 any one loss.

Other considerations when settling claims under this Insurance

If at the time of any claim under this Insurance You are or would but for the existence of this Policy be entitled to indemnity under any other policy or policies We shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Insurance not been effected.

Requirements which You must comply with to prevent loss or Damage

Security Precautions

It is a requirement of this Insurance that whenever the Business Premises are left unattended You ensure that

A) all locks bolts and other protective devices are in full and effective operation
B) all keys (including those relating to any part of the Intruder Alarm System) are removed from the Business Premises.

Further, where We have specified in Your Schedule that the Business Premises must be protected by an Intruder Alarm System it is a requirement of this Insurance that You comply with the following conditions in respect of such Premises

1. You shall maintain the Intruder Alarm System at the Premises in full and effective working order under a contract to provide both corrective and preventive maintenance with the installer or such other contractor agreed by Us in writing.

2. You shall ensure the Business Premises are not left unattended
   A) unless the Intruder Alarm System is tested and set in its entirety and is together with the means of communication used to transmit signals in full and effective operation and where the equipment permits any alarm receiving centre to which the Intruder Alarm System is connected has acknowledged the setting signal
   B) if police response to alarm calls has been withdrawn without Our written agreement.

3. You shall ensure that any Intruder Alarm System required or approved by Us is installed in accordance with a specification agreed in writing by Us

4. You shall not make any alteration to or substitution of
   A) any part of the Intruder Alarm System
   B) the procedures agreed by You for police or any other response to any activation of or other warning signal pertaining to the Intruder Alarm System
   C) the maintenance contract without Our written agreement.

5. You shall not make any structural alteration of or changes in layout to the Premises that could affect operation of the Intruder Alarm System without Our written agreement.

6. You shall maintain secrecy of codes for operation of the Intruder Alarm System and shall not leave details of such codes at the Business Premises when the Business Premises are unattended.

7. You shall appoint at least two Keyholders and shall record details of the Keyholders with the police and any alarm receiving centre to which the Intruder Alarm System signals.

8. You shall immediately notify any change of Keyholder details to the police and any alarm receiving centre to which the Intruder Alarm System signals.

9. You shall ensure that in the event of notification of any activation of the Intruder Alarm System or interruption of the means of communication during any period that the system is set a Keyholder shall attend and allow access to the Business Premises without delay.

10. You shall advise Us as soon as possible and in any event not later than 10.00am on Our next working day and comply with any subsequent requirements stipulated by Us if You receive any notification
   A) from the police, alarm installer/maintenance contractor or alarm receiving centre that response to alarm signals or line interruptions from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
   B) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance
   C) that the Intruder Alarm System cannot be returned to or maintained in full working order.

Failure to comply with any of these requirements may result in Us not paying Your Money claim.

Money in Transit

It is a requirement of this Insurance that Negotiable Money in transit is escorted by the number of persons shown below:

<table>
<thead>
<tr>
<th>Limit</th>
<th>Escorts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to £5,000</td>
<td>1 able bodied person</td>
</tr>
<tr>
<td>Between £5,001 and £9,000</td>
<td>2 able bodied persons</td>
</tr>
<tr>
<td>Between £9,001 and £15,000</td>
<td>3 able bodied persons</td>
</tr>
</tbody>
</table>

Any amounts in excess of £15,000 must be carried by a Security Company approved by Us.

The maximum amount We will pay is the Limit of Liability ‘In Transit’ shown in the Schedule.

Failure to comply with any of these requirements may result in Us not paying Your Money claim.
Transit Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

Section 1 Vessels owned or operated by You

What is covered

1. **Damage to Goods** while being loaded on, carried on, temporarily housed on or unloaded from any vessel owned or operated by **You** within the **Territorial Limits** shown in the **Schedule**.

What is not covered

1. **Your Contribution** as shown in the **Schedule**.
2. Loss of market, loss of profits, delay or any losses that do not directly result from the incident that caused **You** to claim.
3. **Damage** resulting from dishonesty or insolvency of persons to whom **Goods** are entrusted.
4. **Damage** to glass, china, marble, earthenware, scientific instruments, furniture, antiques, curios, sculptures, works of art, pictures, prints, drawings, engravings and goods of a brittle nature unless caused by fire, theft or as a direct result of collision or overturning of the conveying vehicle.
5. **Damage to Goods** warehoused at a rental or under a contract for storage and distribution.
6. **Money** and securities.
7. **Damage to Goods** carried by or despatched by **You** for hire or reward.
8. **Damage** arising as a result of packing which was inadequate to withstand normal handling during transit.
9. **Damage** due to insufficient labelling or incorrect addressing.
10. **Damage to Goods**
    A) in any vessel which is being used outside the normal course of the **Business** for social, domestic or pleasure purposes
    B) in open vessels caused by atmospheric or climatic conditions unless the **Goods** are protected by vehicle sheets
    C) in open vessels caused by theft when the vehicle has been left unattended
    D) left in or on any unattended vessel for the night except where such vessel is left closed and locked and either
        i) garaged in a building which is securely closed and locked
        or
        ii) parked in a compound secured by locked gates
    E) as a result of theft from any unattended vessel unless
        i) all doors, windows and other openings are left closed, securely locked and properly fastened
        or
        ii) entry or access to the vehicle has been effected by forcible and violent means.
11. **Damage to Goods** while at **Exhibitions**
12. Any amount in excess of the sum insured shown in the **Schedule** for any one claim arising out of any one **Event**.
Extensions to Cover

THIS SECTION ALSO COVERS

What is covered

1. Additional costs incurred in
   A) transhipping Goods to another vehicle delivering it to the original destination or returning it to the place of despatch following Damage to the Goods or an accident to the conveying vehicle
   B) the removal of debris following Damage to the Goods or an accident to the conveying vehicle
   C) reloading Goods on to any vehicle if they fall from a vehicle owned or operated by You

2. Damage to sheets, ropes, packing materials, dunnage, securing chains and toggles owned by You or in Your charge or control while carried on any vehicle owned or operated by You

3. Damage to the personal effects belonging to the driver or attendant while carried by any vehicle owned or operated by You in the course of the employment of the driver or attendant with You

What is not covered

1. Your Contribution as shown in the Schedule
2. Loss of market, loss of profits, delay or any losses that do not directly result from the incident that caused You to claim.
3. Damage resulting from dishonesty or insolvency of persons to whom Goods are entrusted.
4. Damage to glass, china, marble, earthenware, scientific instruments, furniture, antiques, curios, sculptures, works of art, pictures, prints, drawings, engravings and goods of a brittle nature unless caused by fire or theft or as a direct result of collision or overturning of the conveying vehicle.
5. Money and securities.
6. Damage arising as a result of packing which was inadequate to withstand normal handling during transit.
7. Damage due to insufficient labelling or incorrect addressing.
8. Any amount in excess of £2,500 for all claims arising out of any one Event.

1. Your Contribution as shown in the Schedule
2. Damage resulting from dishonesty or insolvency of persons to whom Goods are entrusted.
3. Damage arising as a result of packing which was inadequate to withstand normal handling during transit.
4. Damage due to insufficient labelling or incorrect addressing.
5. Loss of sheets, ropes, packing materials, dunnage, securing chains and toggles as a result of disappearance or shortage if such loss is not traceable to any Event or is only revealed when an inventory is made.
6. Any amount in excess of £250 for all claims arising out of any one Event for any one person.

3. Jewellery, watches, furs, cameras or any portable electronic entertainment equipment belonging to vehicle drivers or attendants.
4. Any amount in excess of £250 for all claims arising out of any one Event for any one person.
Section 2 Exhibitions

What is covered

1 Damage by any cause to Goods while at Exhibitions within the Territorial Limits shown in the Schedule.

What is not covered

1 Your Contribution as shown in the Schedule.
2 Damage resulting from dishonesty or insolvency of persons to whom Goods are entrusted.
3 Money and securities.
4 Goods left at any Exhibition premises for longer than 7 days.
5 Damage to
   A) machinery due to its own running or operation
   B) Goods by atmospheric or climatic conditions in respect of Exhibitions held in the open or in marquees or in tents
   C) Goods whilst being demonstrated, tested or worn.
6 Damage as a result of theft of Goods left unattended at the Exhibition premises
   A) during Exhibition opening hours
   B) outside Exhibition opening hours unless theft involves entry to or exit from the room containing the Goods by forcible and violent means or the Exhibition premises or site is patrolled by security personnel.
7 Any amount in excess of the Limit of Liability for any one Exhibition as shown in the Schedule.

This insurance also does not cover (in respect of both Section 1 and Section 2)

1 Wear and Tear
   Wear, tear, depreciation, deterioration, mildew, moth, vermin, inherent vice, inherent nature, mechanical or electrical breakdown, failure or derangement unless external Damage has occurred.
2 Sonic Bangs
   Damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
3 War and Allied Risks
   Damage caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, requisition, seizure or destruction by any government or any public authority.
4 Radioactive Contamination
   Damage to any Goods whatsoever or any loss or expense whatsoever resulting or arising therefrom or any loss 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 nuclear component of it.
What is covered

What is not covered

5 Terrorism

Damage caused by or happening through or in consequence directly or indirectly of

A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and

B) in Northern Ireland

i) riot or civil commotion

ii) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to Damage by fire or explosion.

This Insurance also excludes Damage or loss resulting from Damage directly or indirectly caused by resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

In Great Britain and Northern Ireland, Terrorism means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty’s government in the United Kingdom or any other government de jure or de facto.

In so far that this Insurance is extended to include any situation elsewhere than in Great Britain and Northern Ireland Terrorism means

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to

A) influence any government or any international governmental organisation or

B) put the public or any section of the public in fear.

In any action, suit or other proceedings where We allege that by reason of this exclusion any Damage or loss resulting from Damage is not covered by this Insurance the burden of proving that such Damage or loss is covered shall be upon You.

6 Electronic Risk

A) Damage to Data which shall include but shall not be limited to

i) Damage to or corruption of Data whether in whole or in part

ii) unauthorised appropriation of use of access to or modification of Data

iii) unauthorised transmission of Data to any third parties

iv) Damage arising out of any misinterpretation, use or misuse of Data

v) Damage arising out of any operator error in respect of Data.
What is covered

What is not covered

B) Damage to the Property Insured arising directly or indirectly from
   i) the transmission or impact of any Virus
   ii) unauthorised access to a System
   iii) interruption of or interference with electronic means of communication used in the conduct of Your Business including but not limited to any diminution in the performance of any website or electronic means of communication
   iv) Failure of a System
   v) anything described in A) above

but in respect of B) i), B) ii), B) iii) and B) iv) this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded provided that such Damage does not arise by reason of any malicious act or omission.
How We settle claims for Vehicles owned or operated by You
If any of the Goods suffer Damage as covered under Section 1 of this Insurance within the Territorial Limits shown in the Schedule We will pay You the amount of loss or at Our option repair reinstate or replace such Goods.

Your sum insured – the penalty for underinsurance
If at the time of the Damage the total sum insured for Goods are less than 85% of the Insurable Amount (see below)

You will be responsible for the difference and You will bear a proportionate share of the loss.

The Insurable Amount shall be the total value at the time of Damage of the Goods insured as carried in all vehicles owned or operated by You.

How We settle claims for Exhibitions
If any of the Goods suffer Damage as covered under Section 2 of this Insurance within the Territorial Limits shown in the Schedule We will pay You the amount of loss or at Our option repair reinstate or replace such Goods.

The most We will pay
The most We will pay in respect of any one Exhibition is the Limit of Liability as shown in the Schedule or any other stated Limit of Liability.
Liabilities Insurance

THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

Section 1 Employers' Liability

What is covered

Any Person Entitled to Indemnity is covered

1. against legal liability for damages in respect of Injury of any Person Employed caused during any Period of Insurance
   A) in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
   or
   B) while temporarily outside these territories
   arising out of and in the course of employment by You in the Business

2. in respect of
   A) claimants costs and expenses which You are legally liable to pay in connection with any claim
   B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
   C) i) costs of legal representation at proceedings in any Court arising out of any alleged breach of statutory duty resulting in Injury including the defence of any criminal proceedings brought against You or Your director or partner or Employee for an offence of Corporate Manslaughter or Corporate Homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
      ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success
   D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Insurance Section

incurred with Our prior written consent.

What is not covered

1. Radioactive Contamination
   Any legal liability directly or indirectly caused by, or contributed to by, or arising from
   A) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel
   or
   B) the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it
   where the legal liability is
   i) that of any principal
   ii) accepted under an agreement without which the legal liability would not exist.

2. Road Traffic Legislation
   Any legal liability for Injury in respect of which You are required to arrange insurance or security in accordance with road traffic legislation within the European Union.

3. Fines or Penalties
   Any legal liability for
   A) fines or penalties
   B) the costs of appeal against any improvement or prohibition notices
   C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
   D) compensation ordered or awarded by a Court of Criminal Jurisdiction.
## Extensions to Section 1

**THIS INSURANCE ALSO COVERS**

<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>1  <strong>Compensation for Court Attendance</strong></td>
<td></td>
</tr>
<tr>
<td>If <em>We</em> require any director, partner or <em>Employee</em> of <em>Yours</em> to attend Court as a witness in connection with a claim <em>We</em> will pay <em>You</em> the amount shown below</td>
<td></td>
</tr>
<tr>
<td>A) for any director or partner of <em>Yours</em> £500 per day</td>
<td></td>
</tr>
<tr>
<td>B) for any <em>Employee</em> £250 per day</td>
<td></td>
</tr>
<tr>
<td>2  <strong>Unsatisfied Court Judgements</strong></td>
<td></td>
</tr>
<tr>
<td>If an <em>Employee</em> or their personal representative is awarded damages for <em>Injury</em> in any Court situated in <em>Great Britain</em>, Northern Ireland, the Channel Islands or the Isle of Man which is not paid, in whole or in part, after 6 months, <em>We</em> will, at <em>Your</em> request, pay the amount of the judgement provided that</td>
<td></td>
</tr>
<tr>
<td>A) the damages are awarded against a company or individual operating from premises in <em>Great Britain</em>, Northern Ireland, the Channel Islands or the Isle of Man</td>
<td></td>
</tr>
<tr>
<td>B) the <em>Injury</em> was caused during any <em>Period of Insurance</em> in the course of employment by <em>You</em></td>
<td></td>
</tr>
<tr>
<td>C) there is no on-going, planned or outstanding appeal</td>
<td></td>
</tr>
<tr>
<td>D) the <em>Employee</em> or their personal representative shall assign the judgement to <em>Us</em></td>
<td></td>
</tr>
</tbody>
</table>
Employers' Liability – how We settle claims

How We settle claims for Your legal liabilities to Persons Entitled to Indemnity

Subject to the terms and conditions of Your Policy, We will pay the amount of any damages and costs which a Court has ordered You to pay or which You have (with Our written consent) agreed to pay, in addition to any costs that You have incurred with Our written consent.

The most We will pay

Our liability for Injury and costs and expenses payable in respect of any one Event will not exceed the Limit of Indemnity shown under Section 1 (Employers' Liability) in Your Schedule.

For the purposes of the Limit of Indemnity applying to Terrorism (as shown in the Schedule), Terrorism means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

Our right to pay the full limit at any time

In respect of any one Event, We may pay the Limit of Indemnity shown in Your Schedule (less any sums already paid or incurred) or any lesser amount for which any claims arising from the Event can be settled. We will then relinquish control of such claims and be under no further liability.

Parties to the contract of insurance

The total amount payable by Us in respect of all damages, costs and expenses arising out of all claims during any one Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the Limit of Indemnity shown under Section 1 (Employers' Liability) in Your Schedule.

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely Us and You.
Section 2 Public Liability/Products Liability

THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

Any Person Entitled to Indemnity is covered

1 up to the Limit of Indemnity against legal liability for damages in respect of
   A) accidental Injury of any person
   B) Damage to Property
   C) accidental nuisance, accidental trespass to land or goods, or accidental interference with any easement, right of air, light, water or way
   D) wrongful arrest or false imprisonment
   happening during any Period of Insurance in connection with the Business

2 in respect of
   A) claimants costs and expenses which You are legally liable to pay in connection with any claim
   B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
   C) costs of legal representation at proceedings in any Court arising out of any alleged breach of statutory duty resulting in Injury including the defence of any criminal proceedings brought against You or Your director or partner or Employee for an offence of Corporate Manslaughter or Corporate Homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
   i) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success
   D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Insurance Section
   incurred with Our prior written consent.

What is not covered

1 Mechanical Vehicles

Any legal liability arising from or out of the ownership, possession or use by or on behalf of You or any Person Entitled to Indemnity of any
   A) mechanically propelled vehicle other than legal liability arising out of
      i) the use of plant as a tool of trade on site
      ii) the use of plant at Your Premises
      iii) the loading or unloading of any vehicle
      except where You are required to arrange insurance or security in accordance with road traffic legislation, or where cover is provided by a motor insurance policy
   B) aircraft or other aerial device
   C) aerospacial device
   D) hovercraft
   E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters).

2 Employers’ Liability

Any legal liability for bodily injury or mental injury to or death, disease or illness of any Person Employed arising out of and in the course of employment by You in the Business.

3 Property in Your Custody or Control

Any legal liability for Damage to any Property which belongs to or is held in trust by or is in the custody or control of You other than
   A) Your directors’, partners’, Employees’ or visitors’ personal effects including vehicles and their contents
   B) premises and their contents which are not owned, leased or rented to You at which You are working in connection with Your Business
   C) premises and their fixtures and fittings which are leased or rented to You unless the legal liability arises solely because of a contract or agreement or whether the legal liability arises from an agreement to maintain insurance in respect of Damage to any such premises and their fixtures and fittings.
**What is covered**

4 Pollution or Contamination

Any legal liability caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance. All pollution and contamination which arises out of one incident shall be considered by Us for the purpose of this Policy to have occurred at the time such incident takes place.

5 Product Defects and Recall

A) Any legal liability in respect of loss of or Damage to any product supplied or contract work executed by You caused by any defect or unsuitability for its intended purpose.

B) Any legal liability in respect of the cost of recall, removal, repair, alteration, replacement or reinstatement arising from the defect or unsuitability of any product supplied by You or any contract work executed by You.

6 Professional Risks

Any legal liability arising from or in connection with any advice, design or specification provided by You for a fee.

7 Contractual Liability

Any legal liability arising from or in connection with any product supplied or contract work executed by You where such liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement. This exclusion shall not apply if such agreement has been accepted by Us in writing.

8 Disposed Premises

Any legal liability for the costs of remediing

A) any defect or alleged defect

B) the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials

in premises disposed of by You.

9 Fines or Penalties

Any legal liability for

A) fines or penalties

B) the costs of appeal against any improvement or prohibition notices

C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012

D) compensation ordered or awarded by a Court of Criminal Jurisdiction

E) aggravated, exemplary or punitive damages awarded by any Court outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
What is covered

10 Radioactive Contamination
Any legal liability directly or indirectly caused by, or contributed to by, or arising from
A) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of any nuclear fuel
or
B) the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it.

11 War and Allied Risks
Any legal liability arising from any consequence of war, invasion, act of foreign enemy, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

12 Fear of Asbestos
Any legal liability for mental injury or fear of suffering bodily injury, death, disease or illness arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials.

13 Asbestos Removal Costs
Any legal liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials.

14 Aircraft Products
Any legal liability arising from Aircraft Products.

What is not covered

15 Contribution
Your Contribution as shown in the Schedule in respect of
A) the claimants damages
B) the claimants costs and expenses.
## Extensions to Section 2

**THIS INSURANCE ALSO COVERS**

### What is covered

<p>| | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td><strong>1 Cross Liabilities</strong></td>
<td></td>
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<tr>
<td></td>
<td>If there is more than one Policyholder specified in the Schedule this Section will apply separately to each one as if a separate Policy had been issued to each. Provided that Our total amount payable does not exceed the Limit of Indemnity stated in the Schedule.</td>
</tr>
<tr>
<td><strong>2 Compensation for Court Attendance</strong></td>
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<tr>
<td></td>
<td>If We require any director, partner or Employee of Yours to attend Court as a witness in connection with a claim We will pay You the amount shown below.</td>
</tr>
<tr>
<td></td>
<td>A) for any director or partner of Yours £500 per day</td>
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<tr>
<td></td>
<td>B) for any Employee £250 per day.</td>
</tr>
<tr>
<td><strong>3 Contingent Motor Liability</strong></td>
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<tr>
<td></td>
<td>Your legal liability to pay damages and/or costs resulting from:</td>
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<tr>
<td></td>
<td>A) Injury to others, or</td>
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<td></td>
<td>B) Damage to Property belonging to others.</td>
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<tr>
<td></td>
<td>arising out of the use of any motor vehicle by an Employee in the course of the Business which is not Your Property nor provided by You.</td>
</tr>
<tr>
<td><strong>4 Personal Legal Liabilities whilst Overseas</strong></td>
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<tr>
<td></td>
<td>We will cover You or at Your request Your directors, partners, Employees or any family member accompanying them for legal liabilities in a personal capacity whilst temporarily outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the Business.</td>
</tr>
<tr>
<td></td>
<td>A) the ownership or occupation of land or buildings</td>
</tr>
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<td></td>
<td>B) where cover is provided by any other insurance policy.</td>
</tr>
<tr>
<td><strong>5 Data Protection Act 1998</strong></td>
<td></td>
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<tr>
<td></td>
<td>Your legal liability to pay damages and/or costs to others which are the result of damage or distress as described in Section 13 of the Data Protection Act 1998.</td>
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<td>Provided that</td>
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<td></td>
<td>A) You are registered in accordance with the terms of the Act, or</td>
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<td></td>
<td>B) You have applied for registration and it has not been refused or withdrawn</td>
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<td></td>
<td>C) You have taken all reasonable precautions to comply with the requirements of the Act.</td>
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<tr>
<td></td>
<td>We will also cover at Your request Your directors, partners or Employees under this Extension.</td>
</tr>
<tr>
<td></td>
<td>The Business shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for the use of computer facilities.</td>
</tr>
<tr>
<td><strong>6 Damage to the vehicle or its contents.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>7 Any liability caused while the vehicle is being driven by You.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>8 Where cover is provided by any other insurance policy.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>9 Any liability caused while the vehicle is being driven outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.</strong></td>
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</tbody>
</table>

### What is not covered

<p>| | |</p>
<table>
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<tbody>
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<td></td>
</tr>
<tr>
<td><strong>3 Where cover is provided by any other insurance policy.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>4 Any liability caused while the vehicle is being driven outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>5 Any liability arising out of</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>A) the ownership or occupation of land or buildings</td>
</tr>
<tr>
<td></td>
<td>B) where cover is provided by any other insurance policy.</td>
</tr>
<tr>
<td></td>
<td>C) all exclusions shown under ‘What is not covered’.</td>
</tr>
<tr>
<td><strong>6 Any liability arising from or caused by a deliberate or intentional act or omission by anyone entitled to cover under this Extension.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>7 Any claim arising from or caused by circumstances notified to any of Your previous insurers.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>8 Any claim arising from circumstances known to You at the time You took out this Insurance.</strong></td>
<td></td>
</tr>
<tr>
<td>What is covered</td>
<td>What is not covered</td>
</tr>
<tr>
<td>----------------</td>
<td>---------------------</td>
</tr>
<tr>
<td><strong>6 Defective Premises Act</strong></td>
<td></td>
</tr>
<tr>
<td><em>Your</em> legal liability in respect of <em>Injury</em> or <em>Damage to Property</em> under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.</td>
<td></td>
</tr>
</tbody>
</table>
Public Liability/Products Liability – how We settle claims

How We settle claims for Your legal liabilities to third parties

Subject to the terms and conditions of Your Policy, We will pay the amount of any damages and costs which a Court has ordered You to pay or which You have (with Our written consent) agreed to pay, in addition to any costs that You have incurred with Our written consent.

Your Contribution as shown in the Schedule is payable before We will be liable to make any payment.

The most We will pay

In respect of any one Event the most We will pay is the Limit of Indemnity shown under Section 2 (Public Liability/Products Liability) in Your Schedule.

In respect of all Events happening during any one Period of Insurance in respect of products supplied the most We will pay is the Limit of Indemnity in respect of Products shown under Section 2 (Public Liability/Products Liability) in Your Schedule.

In respect of all incidents considered by Us to have occurred during any one Period of Insurance in respect of pollution or contamination of buildings, other structures, water, land or atmosphere the most We will pay is the Limit of Indemnity in respect of Pollution shown under Section 2 (Public Liability/Products Liability) in Your Schedule.

Our right to pay the full limit at any time

In respect of any one Event We may pay the Limit of Indemnity shown under Section 2 (Public Liability/Products Liability) in Your Schedule (less any sums already paid or incurred) or any lesser amount for which any claims arising from the Event can be settled. We will then relinquish control of such claims and have no further liability in respect of them except for any further costs and expenses for which We are liable under this Policy and which were incurred by You prior to the date of such payment.

Parties to the contract of insurance

If We have to provide cover for more than one person Our liability will not be more than the Limit of Indemnity shown under Section 2 (Public Liability/Products Liability) in Your Schedule.

The most We will pay in respect of all incidents considered by Us to have occurred during any one Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the Limit of Indemnity shown under Section 2 (Public Liability/Products Liability) in Your Schedule.

The most We will pay in respect of all damages arising out of all claims during any one Period of Insurance irrespective of the number of sources or original causes of such claims and irrespective of the number of Persons Entitled to Indemnity having claims under this Policy in respect of those sources or original causes shall not exceed the Limit of Indemnity shown under Section 2 (Public Liability/Products Liability) in Your Schedule.

For the purposes of the Limit of Liability all the Persons Entitled to Indemnity under Your Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely Us and You.

North America Claims

In respect of claims happening or where a claim is brought in North America all costs and expenses of the claimant and the costs and expenses (incurred by Us or with Our written consent) of any Person Entitled to Indemnity are included within the Limit of Indemnity shown under Section 2 (Public Liability/Products Liability) in Your Schedule.
Section 3 Legal Defence Costs

THIS INSURANCE SECTION ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

Part A
Criminal Proceedings relating to Health and Safety at Work in respect of duties to Your Employees.

We will pay

1 legal costs and expenses incurred with Our written consent
2 costs awarded against You or any director, partner or Person Employed

in respect of criminal proceedings or an appeal against a conviction for an offence which is alleged to have been committed during the Period of Insurance in the course of the Business.

The proceedings must relate to

i) a breach of the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

and

ii) the health, safety and welfare of a director, partner or Person Employed.

Part B
Criminal Proceedings relating to Health and Safety at Work in respect of duties to members of the public and to Consumer Protection and Food Safety.

We will pay

1 legal costs and expenses incurred with Our written consent
2 costs awarded against You or any director, partner or Person Employed

in respect of criminal proceedings or an appeal against a conviction for an offence which is alleged to have been committed during the Period of Insurance in the course of the Business.

The proceedings must relate to

A i) a breach of the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

and

ii) the health, safety and welfare of any person other than a director, partner or Person Employed

B a breach of Part II of the Consumer Protection Act 1987

C a breach of Part II of the Food Safety Act 1990.

What is not covered

1 Fines or Penalties
   A) Fines or penalties of any kind.
   B) The costs of appeal against any improvement or prohibition notices.
   C) Fees for intervention payable under the Health and Safety Fees (Regulations) 2012.
   D) Compensation awarded by a Court of Criminal Jurisdiction.

2 Other Insurances
   Where cover is provided by any other insurance policy.

3 Deliberate Act
   Any proceedings or conviction which arise out of any deliberate act or omission by You or any director or partner of Yours, or by any Employee with specific responsibility for compliance with the legislation.

4 Asbestos
   Any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos, Asbestos Dust or Asbestos Containing Materials.

   1 Fines or Penalties
      A) Fines or penalties of any kind.
      B) The costs of appeal against any improvement or prohibition notices.
      C) Fees for intervention payable under the Health and Safety Fees (Regulations) 2012.
      D) Compensation awarded by a Court of Criminal Jurisdiction.

   2 Other Insurances
      Where cover is provided by any other insurance policy.

   3 Deliberate Act
      Any proceedings or conviction which arise out of any deliberate act or omission by You or any director or partner of Yours, or by any Employee with specific responsibility for compliance with the legislation.

   4 Asbestos
      Any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos, Asbestos Dust or Asbestos Containing Materials.
Legal Defence Costs – how We settle claims

How We settle claims for Your legal defence costs
As long as the legal defence costs are covered under Your Policy We will pay the costs that You have incurred with Our written consent and the costs awarded against You and at Your request any of Your directors, partners or any Person Employed.

We shall pass notification to an independent third party service provider with whom We have an agreement and which shall administer the claim on Our behalf.

The most We will pay
Irrespective of the number of Persons Entitled to Indemnity the most We will pay in any one Period of Insurance for legal defence costs is the Limit of Indemnity shown under Section 3 (Legal Defence Costs) in Your Schedule.

Our right to pay the full limit at any time
We may pay the Limit of Indemnity shown under Section 3 (Legal Defence Costs) in Your Schedule (less any sums already paid or incurred) or any lesser amount for which any claims You have notified to Us can be settled. We will then relinquish control of such claims and be under no further liability in respect of legal defence costs. We shall pass notification of any claim for legal defence costs to the third party provider approved by Us.

Parties to the contract of insurance
If We have to provide cover for more than one person Our liability will not be more than the Limit of Indemnity shown under Section 3 (Legal Defence Costs) in Your Schedule.

For the purposes of the Limit of Liability all the Persons Entitled To Indemnity under Your Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely Us and You.
Terrorism Insurance

THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INCLUDED IN THE SCHEDULE

What is covered

Notwithstanding any provisions to the contrary within this Policy, the cover in respect of all items insured by the Property Damage insurance are extended to include Terrorism Insurance as specified below.

This Policy includes Damage or loss resulting from Damage to Property and consequential loss resulting therefrom in so far and to the extent that it is insured by this Policy in the Territory stated below caused by or resulting from an Act of Terrorism provided always that Terrorism Insurance is:

A) subject to the excluded causes detailed under ‘what is not covered’,

B) not subject to any other excluded causes stated in this Policy, provided also that Our liability in any one Period of Insurance shall not exceed:

i) in the whole the total sum insured,

ii) in respect of any item its sum insured or any other stated Limit of Liability specified in the Schedule or elsewhere in this Policy.

whichever is the lower subject always to the Limit of Liability applying to Terrorism Insurance shouan against the Territory stated below after the application of all the provisions of the insurance including Your Contribution.

<table>
<thead>
<tr>
<th>Territory</th>
<th>Limit of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>A) Great Britain</td>
<td>As otherwise specified in this Policy</td>
</tr>
<tr>
<td>B) Elsewhere in the world</td>
<td>Not insured</td>
</tr>
</tbody>
</table>

What is not covered

1 Riot civil commotion War and Allied Risks

Any loss whatsoever or any consequential loss directly or indirectly occasioned by or happening through or in consequence of riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

2 Electronic Risks

Any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:

A) Damage to or the destruction of any Computer System; or

B) any alteration, modification, distortion, erasure or corruption of Data

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

3 Nuclear Installation or Nuclear Reactor

Any loss whatsoever or any consequential loss resulting or arising from Damage to any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.

4 Nuclear Risks and Chemical, Biological and Radiological Contamination in respect of Residential Property insured in the name of a Private Individual:

any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

A) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,

B) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material

C) chemical and/or biological and/or radiological irritants, contaminants or pollutants.
Conditions
1  In any action, suit or other proceedings where We allege that any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon You.

2  Any terms in this Policy which provide for adjustments of premium based upon declarations on expiry or during the Period of Insurance do not apply to Terrorism Insurance.

3  If this Policy is subject to any Long Term Agreement/ Undertaking it does not apply to Terrorism Insurance.

All the terms, definitions, provisions, conditions and extensions of this Policy apply except in so far as they are hereby expressly varied.

Special Provision

’Cyber Terrorism’
This Special Provision applies only to Property situated within Great Britain only.

Exclusion 2A) and 2B) above shall not apply to any Covered Loss provided that such Covered Loss
i) results directly (or, solely as regards ii. c) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System, and

ii) comprises:
   a) the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured by You;
   or

   b) the amount of business interruption loss suffered directly by You by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either:
      i) damage to or destruction of Property insured by You;
      or

      ii) as a direct result of denial, prevention or hindrance of access to or use of the Property insured by You by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured by You to which access is affected;

      or

   c) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by You to avoid or diminish such loss

   and

iii) is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

The meaning of Property for the purposes of this Special Provision shall (additionally to those exclusions within the definition of Property in Definitions – Words with special meaning) exclude:

A) any Money as defined within this Policy, money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument or any sort whatsoever; and

B) any Data.

Notwithstanding the exclusion of Data from Property, to the extent that Damage to or destruction of Property within the meaning of ii. within this Special Provision, indirectly results from any alteration, modification, distortion, erasure or corruption of Data because the occurrence of one or more of the matters referred to in i. within this Special Provision results directly or indirectly from any alteration, modification, distortion, erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from Damage to or destruction of such Property from being recoverable under this Special Provision.

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

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

Special Condition

Automatic cancellation of previous policies

From the effective date of this Policy all liability We may have under any previous policies We have issued to You in respect of cover now provided under this Fidelity Insurance, including that arising from any discovery period provided by the previous policy, is cancelled.

Definitions specific to this Fidelity Insurance

The words shown below shall carry the same meaning throughout this Fidelity Insurance whenever used and shown in bold type.

In addition, any words defined in the “Definitions – Words with Special Meanings” section of this Policy shall carry that same meaning throughout this Fidelity Insurance whenever used and shown in bold type unless expressly varied below, where for the purposes of this Fidelity Insurance they will carry only the meaning shown below. For clarity, if a word is defined both below and defined in the “Definitions – Words with Special Meanings” section, only the definition shown below will be used in respect of this Fidelity Insurance.

Any One Claim

All losses covered under this Fidelity Insurance which result from a Fraudulent Act or number of Fraudulent Acts

1 of one person

or

2 of two or more persons acting In Collusion.

Auditors Fees

Independent professional auditors fees necessarily and reasonably incurred by You to prove the amount of loss claimed under this Insurance.

Benefit Plan

Any pension or benefit plan which You have established for the benefit of current and former Employees.

Discovered or Discovery

The point when a director, partner, equity partner, member, departmental director or senior manager employed by You

1 first becomes aware of facts which would cause a reasonable person to believe that a loss has been incurred or is likely to be incurred

2 first receives an allegation of facts that if true would cause a loss to be incurred

under this Fidelity Insurance regardless of

1 whether the act or acts causing or contributing to the loss occurred

2 whether the exact amount or details of the loss are known

Employee(s)

Any person

1 employed under a contract of service or apprenticeship with You in the normal course of Your Business other than members of Your Board of Directors or equivalent management board

2 who is

A) undertaking study, work experience, training placement or secondment

B) working exclusively for You and for no other party under a contract for services as a consultant having previously been employed by You

C) provided to You by an agency

D) engaged by You to develop a System under Your control and direction

3 who is a member of Your Board of Directors or equivalent management board other than any equity partner, member or partner in You

4 who falls into any of the above categories 1 to 3 who You are unable to identify by name but whose Fraudulent Acts have caused a loss and You are able to prove that the loss was due to those Fraudulent Acts

5 who falls into any of the above categories 1 to 3 shall remain an employee for the purposes of this Fidelity Insurance for the first sixty days following any termination of any contract of service or contract for services.

In the event that there is more than one Policyholder shown in the Schedule, for the purposes of this Fidelity Insurance an Employee of any one Policyholder shown in the Schedule is considered to be an Employee of all Policyholders shown in the Schedule.

Fraudulent Act(s)

An act or acts of fraud or dishonesty committed by an Employee or Employees which is intended to obtain an improper financial gain for themselves or any other person or organisation.

In Collusion

Two or more Employees who materially assist each other or who are both involved, connected, implicated or assist in carrying out any Fraudulent Act.

Information

Information contained in a manuscript record, account, microfilm, tape or other record whether or not contained in a System.
Minimum Standards of Control
The minimum standards of supervision and accounting procedures that are set out in this Fidelity Insurance under the heading ‘Requirements which You must comply with to prevent loss under this Insurance’, which We require You to have in force to protect against the loss of Money, Securities or Property.

Money
1 Currency, coins and bank notes in current use and bullion.
2 Travellers cheques, postage stamps, luncheon vouchers, consumer redemption vouchers, gift tokens, trading stamps, phone cards, VAT stamps and petrol cards all in current use and unused credits in franking machines.
3 Monetary balances held at a financial institution to Your credit.

Property
Tangible property other than Money, Securities, Information or Data.

Responsible Official
1 Any of Your directors or executive officers or accounting or audit managers.
2 Any internal auditor, inspector, accountant or other person responsible for overseeing compliance with standards of supervision, accounting or security.

Securities
Means negotiable and non-negotiable instruments which represent Money or Property but does not include the actual Money or Property represented.
### What is covered

#### Events

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<table>
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<tbody>
<tr>
<td>1</td>
<td>Employee Fraud</td>
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<tr>
<td></td>
<td>Loss of Money, Securities or Property owned or leased by You which directly results from a Fraudulent Act by an Employee or Employees.</td>
</tr>
</tbody>
</table>

### What is not covered

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Your Contribution as shown in the Schedule</td>
</tr>
<tr>
<td>2</td>
<td>Salary, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other earnings or benefits earned in the normal course of employment.</td>
</tr>
<tr>
<td>3</td>
<td>Profits dividends or other income or interest.</td>
</tr>
<tr>
<td>4</td>
<td>Taxes, penalties, fines or damages except for direct compensatory damages if specifically covered by this Fidelity Insurance.</td>
</tr>
<tr>
<td>5</td>
<td>Loss of any nature which is not directly attributable or linked to the Fraudulent Act other than as specifically covered by this Fidelity Insurance.</td>
</tr>
<tr>
<td>6</td>
<td>Any Damage to proprietary information, confidential processing methods, trade secrets, intellectual property or other confidential information of any kind.</td>
</tr>
<tr>
<td>7</td>
<td>Any loss arising from private work undertaken by any Employee for any of Your directors, partners, equity partners, members or Employees.</td>
</tr>
<tr>
<td>8</td>
<td>Any loss first discovered prior to the start of the Period of Insurance or after the expiry of the Period of Insurance unless cover is provided by the Discovery Period Extension.</td>
</tr>
<tr>
<td>9</td>
<td>Loss which is alleged solely on the basis of a profit and loss comparison or a comparison of inventory records with an actual physical count but not prevent You from providing this information in support of a claim for loss where You have established wholly independently from this information that a loss arising from a Fraudulent Act has occurred.</td>
</tr>
<tr>
<td>10</td>
<td>Loss arising from a Fraudulent Act committed by an Employee who controls more than five percent of Your voting share capital at the time of committing the Fraudulent Act.</td>
</tr>
<tr>
<td></td>
<td>any of Your equity partners, partners or members whether acting alone or in Collusion with another Employee or with other persons.</td>
</tr>
<tr>
<td>11</td>
<td>Loss arising from any Fraudulent Act committed by an Employee or Employees normally resident outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.</td>
</tr>
<tr>
<td>12</td>
<td>Loss arising from a Fraudulent Act by any Employee which occurs after the time when one of Your directors, partners, equity partners, members, departmental directors or senior managers, who is not acting in Collusion with the Employee, first becomes aware of facts which indicate that an act of fraud or dishonesty has been or is likely to be committed by the Employee regardless of whether the act occurred before or after the commencement of employment with You.</td>
</tr>
</tbody>
</table>
Extensions to Cover

THIS INSURANCE ALSO COVERS

What is covered

1 Care Custody and Control
   Loss of Money, Securities or Property which
   A) is in Your care, custody or control
   B) You are legally liable for
directly arising from a Fraudulent Act by an Employee or Employees.
The maximum amount We will pay in respect of any loss covered by Event 1 and this extension is the Limit of Indemnity shown in the Schedule.

2 Auditors Fees
   Auditors Fees incurred with Our prior written consent.
The maximum amount We will pay in respect of any loss covered by Event 1 and this extension is the Limit of Indemnity shown in the Schedule.

3 Discovery Period
   Following the expiry date or earlier termination of this Policy You may continue to notify Us of any loss or losses which are first Discovered during the first 24 months after the expiry date of this Policy or the date of earlier termination, whichever is the earliest.
   We will deem any loss Discovered during this 24 month period to have been Discovered during the Period of Insurance in force immediately prior to the expiry date or earlier termination date.

4 Previous Insurance
   If a loss is Discovered which occurred prior to the effective date of this Fidelity Insurance We will provide cover in respect of that loss provided that
   A) You or the previous owner of the Business have purchased one or more policies that provided cover in respect of the loss but which has been cancelled or has expired and for which this Policy has been issued in substitution
   and
   B) cover under the previous policy was in force for a continuous period from the date of the loss until the effective date of this Policy
   and
   C) the loss was Discovered after the discovery period of loss under the previous policy had expired
   and
   D) the loss is first Discovered during the Period of Insurance or any applicable discovery period provided by this Fidelity Insurance

What is not covered

1 Any cover excluded under the heading “What is not covered” in respect of Event 1 above.

2 Any cover excluded under the heading “What is not covered” in respect of Event 1 above.

3 Any cover excluded under the heading “What is not covered” in respect of Event 1 above.

4 Any loss or that part of a loss which occurs after the expiry date or earlier termination date of the Policy whichever is the earliest.

5 Any loss Discovered during this 24 month period if You have arranged cover under a similar policy with Us or any other insurer regardless of whether the other policy provides cover for Fraudulent Acts occurring prior to its effective date.

6 Any cover excluded under the heading “What is not covered” in respect of Event 1 above.

7 Any amount which exceeds the limit of indemnity provided by the previous policy had it remained in force.
What is covered

and

E) the loss would have been covered by this Policy had it been in effect when the Fraudulent Acts causing the loss were committed.

The maximum amount We will pay in respect of any loss covered by Event 1 and this extension is the Limit of Indemnity shown in the Schedule.

5 Benefit Fund Trustees

We will indemnify the Trustees of any Benefit Fund in respect of loss which the Trust may incur as a result of a Fraudulent Act insured by this Fidelity Insurance which is committed by any of Your Employees.

For the purposes of this extension We agree that all persons nominated as Trustees are treated as Employees.

What is not covered

1 Any cover excluded under the heading “What is not covered” in respect of Event 1 above.

THIS INSURANCE ALSO DOES NOT COVER

1 War and Allied Risks

Loss caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or riot or civil commotion in Northern Ireland or the Republic of Ireland.

2 Radioactive Contamination

Loss to any Money, Securities or Property whatsoever or any expense whatsoever resulting or arising therefrom or any loss 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 nuclear component of it.

3 Terrorism

Any loss caused by or happening through or in consequence directly or indirectly of

A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and

B) in Northern Ireland civil commotion.

This Insurance also excludes loss directly or indirectly caused by resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

In Great Britain and Northern Ireland Terrorism means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty’s government in the United Kingdom or any other government de jure or de facto.
## What is covered

In so far that this Insurance is extended to include any situation elsewhere than in **Great Britain** and Northern Ireland Terrorism means any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to:

A) influence any government or any international governmental organisation or
B) put the public or any section of the public in fear.

In any action, suit or other proceedings where **We** allege that by reason of this exclusion any loss is not covered by this Insurance the burden of proving that such loss is covered shall be upon **You**.
Fidelity Insurance - how We settle claims

If You incur loss of Money, Securities or Property covered by any of the Events insured in this Fidelity Insurance We will pay You the amount of the loss.

The most We will pay

In respect of Any One Claim the most We will pay is the Limit of Indemnity stated in the Schedule.

In respect of all loss Discovered during the Period of Insurance and any applicable Discovery period the most We will pay is the Limit of Indemnity.

Your Contribution

Your Contribution shown in the Schedule does not form part of the Limit of Indemnity and is payable by You before the Limit of Indemnity is applied to any loss.

Single Insured

1 Discovery made by one Policyholder shown in the Schedule is deemed to be Discovery by every Policyholder shown in the Schedule.

2 The Limit of Indemnity shown in the Schedule shall apply once and not individually to each Policyholder shown in the Schedule.

3 We will not pay for any loss incurred by one Policyholder shown in the Schedule to the advantage of any other Policyholder shown in the Schedule.

4 Our liability in respect of loss incurred by any or all Policyholders shown in the Schedule shall not exceed the amount for which We would be liable if all loss had been incurred by one Policyholder shown in the Schedule alone.

5 If a loss from the same source is incurred by more than one Policyholder shown in the Schedule We will pay the agreed amount of loss in a single sum. We will not be responsible for the distribution of the loss paid between Policyholders shown in the Schedule and payment of the single sum shall release Us from all liability to all Policyholders shown in the Schedule in relation to the loss.

Contribution by other Insurances

If a loss covered under this Policy is also partly covered under a policy issued by another insurer, provided that payment for the loss has been agreed by the other insurer, any Contribution applicable to the loss under this Policy will be reduced by the contribution applied under the other insurer’s policy.

Other considerations when settling claims under this Insurance

Recoveries

If any recovery of Money, Securities or Property lost following a Fraudulent Act is made by You or Us the recovery will be held for Our benefit. The amount recovered less the reasonable costs of recovery will be allocated in the following order:

1 to You in respect of any amount in excess of the total amount of the Limit of Indemnity plus Your Contribution where applicable

2 to Us in respect of all sums paid in settlement of loss made under this Policy

3 to You in respect of the amount of Your Contribution.

Valuation

We will not be liable for more than:

1 A) the actual market value of Securities at the close of business on the business day immediately preceding the day on which the loss was Discovered or

   B) the actual cost of replacing the Securities whichever is the less

2 A) the cost of blank materials as stationery

   B) the cost of clerical labour and computer time spent in reproducing Information

3 the value of foreign currency calculated in pounds sterling at the rate of exchange published in the Financial Times as the closing mid-point rate on the day of Discovery

4 the value of Property at the time of the loss or at Our option the cost of repairing, re-instating or replacing the Property whichever is the less.

Requirements which You must comply with to prevent loss under this Insurance

References Condition

It is a requirement of this Insurance that You shall obtain satisfactory references to confirm the honesty of each Employee who will be responsible for duties in respect of money, goods, accounts, computer operations or computer programming employed after the effective date of this Policy.

These references shall be obtained directly from the Employee’s former employers for the three years immediately prior to the start date of the employment and before the Employee is allowed to work without supervision.

References need not be obtained in respect of Employees who have satisfactorily and continuously served You for at least one year in another capacity before being entrusted with the duties referred to above.

In respect of Employees joining directly from school or government sponsored youth training schemes one character reference shall be obtained.

A written record of any verbal reference shall be made at the time it is obtained.

The original copy of each written reference and the record of any verbal reference shall be retained by You and shall be made available for inspection by Us on request.

Failure to comply with any of these requirements may result in Us not paying Your Fidelity claim.
Minimum Standards of Control

It is a requirement of this Insurance that You must ensure that the Minimum Standards of Control shown below are in force and operated by You and are not altered by You unless We agree to the change in writing.

If You do not operate the Minimum Standards of Control We may refuse to pay Your Fidelity claim.

1 Auditors

Your accounts shall be examined by external auditors every twelve months.

All recommendations or alternatives acceptable to the auditors shall be implemented without delay.

2 Cash receipts

Employees receiving cash and cheques in the course of their duties are required to remit all monies received and/or bank in full on the day of receipt or next banking day.

3 Reconciliation

Independently of the Employees responsible bank statements, receipts, counterfoils and supporting documents are checked at least monthly against cash book entries and the balance reconciled against cash and unpresented cheques.

4 Cheque signing and telephone and facsimile transfers

All cheques, transfer instructions or other bank instruments drawn for more than £25,000 shall require two manually applied signatures to be added after the amount has been inserted.

No cheque, transfer instruction or other instrument shall be signed until one signatory has examined the documentation supporting the request. Your bankers must be advised of the above requirements in respect of signatures.

In respect of telephone or facsimile instructions

A) Your bank must be required to call back to an authorised Employee to verify instructions before the transaction is processed.

B) Transfer instructions must be verified in all cases by a password or code.

C) Each authorised Employee must use a password or code unique to them.

D) You will confirm the transfer instruction in writing within 24 hours of the transaction commencing.

5 Cash and petty cash

Cash in hand and petty cash shall be checked independently of the Employees responsible at least monthly and additionally without warning every six months.

6 Payroll

In respect of Employees not paid by crossed cheque or credit transfer the payroll documentation will be subject to an independent check before payment to ensure that the total amount drawn is correct.

At least quarterly and independently of the Employees responsible the payroll will be checked to minimise the possibility that fictitious names and enhanced payments have been included.

7 Stocktaking

There will be a physical check on all Stock held against verified Stock records independently of the Employees responsible at intervals of not more than 12 months.

8 Ordering goods

The ordering of Stock, the recording of receipts of Stock and the authorisation of payment for Stock will be separate actions and each action will be carried out by different Employees independently of each other.

9 Statements of account

Statements of account for all amounts due will be issued at least monthly and direct to customers independently of Employees receiving or collecting monies.

Action by management shall be taken if an account becomes three months overdue.

10 Computer security and Electronic Funds Transfer

Security checks will be built into all computer functions and reconciliations made as necessary.

Responsibility for the authorisation of transactions, processing of transactions and handling of output will be separate actions and each action will be carried out by different Employees acting independently of each other.

In respect of electronic funds transfer one Employee must not be permitted to release transfer authorities to the bank. A second Employee with higher authority must check and authorise the instructions before release. Entries by each Employee must be authorised by password and each Employee authorised to undertake these activities must be allocated a password unique to them.

The appropriate authority limits per Employee must be built in to the computer program.

Failure to comply with any of these requirements may result in Us not paying Your Fidelity claim.

20/80 Extension

In the event that any claim results from or is contributed to by the failure of any Employee or Employees to observe any part of the Minimum Standards of Control provided that You can prove

A) that You have complied with the Minimum Standards of Control condition stated above

and

B) such failure was without Your knowledge or consent or that of any Responsible Official
then **We** will pay any claim resulting therefrom but subject to **You** agreeing to pay

i) in addition to the amount of **Your Contribution** 20% of the amount which **We** would otherwise have been liable for

or

ii) £2,500 in all

whichever is the greater.

If the **Minimum Standards of Control** are avoided by the actual **Employee** or **Employees** committing the **Fraudulent Act** without **Your** knowledge or that of a **Responsible Official** the claim will be payable without deduction subject otherwise to the terms of this **Policy**.

**Termination of Employment**

It is a requirement of this Insurance that if the employment of an **Employee** is terminated **You** must take all reasonable precautions to prevent fraud or dishonesty by that **Employee**.

Failure to comply with this requirement may result in **Us** not paying **Your Fidelity claim**.
Personal Accident Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

What is covered

We will pay You the appropriate Benefit if during the Operative Time as shown in the Schedule an Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death or Disablement.

The appropriate Benefit below is payable in accordance with the amounts per Employee Type detailed in the Schedule, subject to the Aircraft Accumulation Limits and Maximum Incident Limit shown.

Benefits

1 Death
2 Loss of Limb or Loss of Eye
   A) two or more limbs or both eyes or one of each
   B) one limb or one eye
3 A) Permanent total loss of speech
   B) Permanent total loss of hearing in both ears
   C) Permanent total loss of hearing in one ear
4 Permanent Total Disablement from gainful employment of any and every kind
5 Temporary Total Disablement from the Insured Person’s usual occupation in the Business
6 Temporary Partial Disablement from at least 50% of the Insured Person’s usual occupation in the Business.

What is not covered

We will not pay any Benefit where bodily injury following an Accident is the result of or is contributed to by

1 Activities
   the Insured Person engaging in or practicing for any of the following excluded activities
   A) flying other than as a passenger
   B) motorcycling as a rider or passenger
   C) parachuting
   D) racing other than on foot or in dinghies
   E) winter sports other than curling or skating

2 Conditions
   A) the Insured Person committing or attempting to commit suicide or as a result of self inflicted injury
   B) post traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following an Accident)
   C) the Insured Person having a physical or mental defect of any sort which was known to them when the Policy was issued or at renewal unless the defect has been notified to and been accepted in writing by Us
   D) any sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause

3 War and Allied Risks
   war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

4 Terrorism
   any act including but not limited to the use of force or violence and/or 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

5 Radioactive Contamination
   radioactive contamination (not resulting from bodily injury following an Accident)

6 A) the Insured Person being permanently seconded overseas or seconded to the UK from overseas on a temporary basis
   B) any Business trip exceeding 31 days in duration
   C) regular visits to overseas installations
   D) any manual work undertaken whilst travelling
   E) Business travel to an area of unrest (where the Foreign & Commonwealth Office advise against all travel to a particular country or an area within that country)
   F) the Insured Person being 75 years or older.
Extentions to Cover

THIS INSURANCE ALSO COVERS

What is covered | What is not covered
---|---
The following extensions are payable in addition to any Benefit paid under Benefits 1-6 of the Insurance subject to the Maximum Incident Limit shown in the Schedule.

1 Medical Expenses
If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the incurring of Medical Expenses in the treatment of the Insured Person We will pay up to 25% of any amount paid under Benefits 1 – 6 subject to a limit of £3,000 any one Insured Person.

2 Coma Benefit
If during the Operative Time the Insured Person sustains bodily injury following an Accident which within 90 days is the sole and independent cause of the Insured Person being in a continuous unconscious state We will pay £25 per full 24 hours up to a maximum of 52 weeks any one Insured Person while they remain in a continuous unconscious state.

3 Commuting Expenses
If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of the Insured Person sustaining disablement from at least 50% of the Insured Person’s usual occupation in the Business We will pay expenses for additional commuting costs necessitated to aid the Insured Person’s return to work at Your request up to £50 per week up to a maximum £250 any one Insured Person.

4 Dependents Benefit
If during the Operative Time the Insured Person sustains bodily injury following an Accident which within two years is the sole and independent cause of Death for which Benefit 1 is paid We will pay an additional 2% per child provided they are
A) unmarried and dependent
and
B) under 18 years of age or under 25 years of age if in full-time education
subject to a maximum of £5,000.

5 Hospitalisation
If during the Operative Time the Insured Person sustains bodily injury following an Accident which within 2 years is the sole and independent cause of the Insured Person being admitted to Hospital on the recommendation of a Medical Practitioner We will pay £25 per full 24 hours up to a maximum of 52 weeks any one Insured Person while they are a Hospital in-patient.
### What is covered

#### 6 Paralysis

If during the **Operative Time** the **Insured Person** sustains bodily injury following an **Accident** which within two years is the sole and independent cause of the **Insured Person** suffering paralysis, **We** will pay the following **Benefit**:

- **A)** total loss of use of all four limbs, bladder and rectum an additional 20% of the amount paid under Benefits 2 or 4.
- **B)** total loss of use of two legs, bladder and rectum an additional 10% of the amount paid under Benefit 2 or 4.

### What is not covered
**Personal Accident Insurance – how We settle claims**

Benefit shall not be payable in respect of any one **Insured Person** under more than one of the Benefits 1 – 4 in connection with the same **Accident**.

No claim for **Disablement** shall be payable under Benefits 2 to 4 until such time as reasonable evidence has been provided to **Us** to show that such **Disablement** is permanent and that there is no reasonable expectation of recovery.

**We** will pay any amount claimed for Benefits 5 or 6 in addition to any amount claimed under Benefits 1 – 4 in connection with the same **Accident**.

Any payment under Benefits 5 or 6 will cease as soon as any Benefit is paid under Benefits 1 – 4.

If an **Insured Person** suffers Death or **Disablement** as a result of exposure to the elements **We** will consider that as having been caused by bodily injury following an **Accident**.

**The most We will pay in respect of Benefits 5 and 6**

Benefits 5 and 6 are payable per week for a maximum of 104 weeks in all not necessarily consecutive.

**We** will not pay more per week than

A  the **Insured Person’s** average weekly wage in respect of Benefit 5

B  50% of the **Insured Person’s** average weekly wage in respect of Benefit 6.

**Disappearance**

In the event of disappearance of the **Insured Person** if after a reasonable period of time it is believed based on reasonable evidence available at the relevant time that death has occurred as a result of bodily injury following an **Accident** the benefit amount of Benefit 1 shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong such amount shall be refunded to **Us**.

**Minors**

If the **Insured Person** is under the age of 16

A  the maximum amount **We** will pay in respect of Benefit 1 will be limited to a maximum of £10,000

B  no amount will be payable under Benefit 5 or 6.

**Other considerations when settling claims under this Insurance**

**Assignment**

**We** will not be bound to accept or be affected by any trust, charge, lien, assignment or other dealing with or relating to this Insurance.

**Interest**

Interest will not be added to any amount paid under this Insurance.

**Other Interests**

Your receipt shall discharge **Our** liability to pay any amount in respect of a claim. The **Insured Person** or the **Insured Person’s** personal representatives shall have no right to claim from or sue **Us** if there is more than one Policyholder specified in the **Schedule** having an interest in the **Insured Person** the settlement made by **Us** shall represent the total amount payable in respect of that **Insured Person** for all interests covered by this Insurance.
Legal Expenses Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

Section 1 – Employment

What is covered

1. The defence of any Legal Proceedings, brought in an employment tribunal, arising from a dispute with an Employee, ex-Employee or prospective Employee relating to
   A) the contract of employment with You
   B) actual or alleged breaches of their statutory rights under employment legislation
2. The pursuit of any Legal Proceedings to recover possession of premises which are owned by You but occupied by Your Employee or ex-Employee

   provided that

   i) You have sought and followed advice from Our Legal Advice service (details of which are contained in the Customer Care page) before materially changing or attempting to change the particulars of an Employee’s contract of employment or dismissing an Employee (whether or not by reason of redundancy)
   ii) You agree to appoint Our Administrator’s approved consultant as Your Appointed Representative in accordance with Requirement 4 A) i).

What is not covered

1. Any amount in excess of the Limit of Indemnity for Any One Claim shown in the Schedule
2. Legal Expenses arising from or relating to
   A) any benefit due under a contract of employment
   B) any payment made in respect of redundancy
   C) the Transfer of Undertakings (Protection of Employment) Regulations 1981 or the Equal Pay Act 1970
   D) any claim where You do not appoint the Appointed Representative in accordance with Requirement 4 A) i)
   E) any dispute that arises within three months of the inception of the Insurance
   F) a dispute within the first six months of the Insurance where a warning was given to an Employee six months prior to the inception of the Insurance
   G) any compensatory award made against You relating to
      i) trade union activities including membership or non-membership
      ii) pregnancy, maternity or paternity rights
   H) any award made because of Your failure to provide written reasons for dismissal
   I) any compensatory award specified in a reinstatement or re-engagement order or made because of Your failure to provide written reasons for a dismissal
   J) any awards to the extent that they relate to contractual rights accruing to the Employee, ex-Employee or prospective Employee prior to the actual or alleged breach of the actual or alleged contract of employment
   K) a matter which is more specifically covered by another Insurance section of this Policy or would have been had it not been for an exclusion or proviso applying to that Insurance
   L) any cause, event or circumstance occurring prior to or existing at the inception of this Policy and which You knew, or ought reasonably to have known, may give rise to a claim by or against You.
Section 2 – Prosecution

What is covered
The defence of any Legal Proceedings arising from
1 any actual or alleged act or omission by You relating to an appeal against the service of an improvement, prohibition or suspension notice under the
   A) Health and Safety at Work etc. Act 1974 or the Health and Safety (Northern Ireland) Order 1978
   B) Food Safety Act 1990
   C) Consumer Protection Act 1987
2 civil action taken against You for
   A) wrongful arrest in respect of an accusation of theft
   B) any activities as a trustee of a pension fund set up for the benefit of Your Employees
3 Your prosecution in a Court of criminal jurisdiction.

The cover provided under this Section will apply to any other Insured Person in like manner to You at Your request.

What is not covered
1 Any amount in excess of the Limit of Indemnity for Any One Claim shown in the Schedule
2 Legal Expenses
   A) arising from or relating to any Legal Proceedings involving the ownership, possession, hiring or use of a motor vehicle, aircraft or water craft
   B) arising from or relating to any Legal Proceedings relating to any alleged deliberate or intentional act unless charges are dismissed or You are acquitted
   C) incurred in a Magistrates’ Court that are in excess of what would be allowed if a full Representation Order had been granted
   D) incurred in the Crown Court that are in excess of any contribution required under the terms of the Representation Order
   E) in respect of a claim where it is alleged that You have breached the terms and conditions of a Representation Order
   F) arising from or relating to a matter which is more specifically covered by another insurance section of this Policy or would have been had it not been for an exclusion or proviso applying to that Insurance
   G) any cause, event or circumstance occurring prior to or existing at the inception of this Policy and which You knew, or ought reasonably to have known, may give rise to a claim by or against You.
Section 3 – Property

What is covered

The pursuit or defence of Legal Proceedings relating to

1  the possession of freehold or leasehold Property owned or occupied by You

2  any negligent act, omission or nuisance caused by a third party relating to Property owned by You or for which You are legally responsible other than motor vehicles, aircraft or watercraft

provided that

A)  You have suffered or could suffer a financial loss if Legal Proceedings are not pursued or defended
B)  You agree to use alternative dispute resolution to attempt to settle any dispute if Our Administrator considers it to be appropriate
C)  the Property has been disclosed to Us in writing.

What is not covered

1  Any amount in excess of the Limit of Indemnity for Any One Claim shown in the Schedule

2  Legal Expenses arising from or relating to

A)  any review of the Rent payable for leasehold Property
B)  the recovery of Rent payable
C)  freehold title, lease, tenancy or licence disputes
D)  mining or other subsidence or heave
E)  a matter which is more specifically covered by another Insurance section of this Policy or would have been had it not been for an exclusion or proviso applying to that Insurance
F)  a contract entered into by You
G)  any dispute

i)  arising from the compulsory purchase, confiscation, nationalisation, requisition or Damage to any freehold or leasehold Property
ii)  over restrictions or controls placed on any freehold or leasehold Property
iii)  arising from actual, planned, or proposed construction, closure, adaptation or repair of roads, buildings, housing or other works

by or on behalf of any government, public or local authority, except in so far as the claim relates to Damage arising from such activities

H)  any dispute relating to

i)  goods in transit
ii)  goods lent or hired to third parties
iii)  goods at premises other than those occupied by You unless they are at such premises for the purpose of installation or use in work to be carried out by You

I)  any cause, event or circumstance occurring prior to or existing at the inception of this Policy and which You knew, or ought reasonably to have known, may give rise to a claim by or against You.
Section 4 – Taxation

What is covered

1. Entering a response to a full enquiry by HM Revenue & Customs into a self-assessment tax return following the issue of a notice under Section 9A or 12AC of the Taxes Management Act 1970 or Schedule 18 paragraph 24 of the Finance Act 1998. This includes responding at a tribunal hearing.

2. Entering a response to an examination by HM Revenue & Customs following an Employer Compliance Review which arose from and related to an expression of dissatisfaction with Your PAYE or National Insurance Contribution affairs.

3. An appeal against a written VAT decision or assessment issued by HM Revenue & Customs. This includes the local review procedure and any VAT Tribunal.

What is not covered

1. Any amount in excess of £25,000 for Any One Claim.

2. Legal Expenses arising from or relating to
   A) any tax avoidance scheme undertaken by You
   B) an enquiry undertaken under Section 60 or 61 of the VAT Act 1994 or any investigation or enquiry by the Investigations Division of HM Revenue & Customs, the HM Revenue & Customs Internal Governance or Criminal Investigations
   C) any investigation or inspection by HM Revenue & Customs that commenced prior to the inception of this Insurance
   D) any work in connection with the normal reconciliation of annual accounts and VAT returns whether such reconciliation has not been undertaken prior to the dispute or investigation arising
   E) Your actual or alleged misstatement with intent to deceive contained in any relevant business books, records or returns. If such intent to deceive is shown We shall be entitled to recover any claim settlement made in this respect
   F) any issue of law practice, or procedure not directly connected with the particular investigation, dispute or Legal Proceedings which are otherwise covered under this Insurance
   G) any enquiry arising from an enquiry into earlier year’s tax return(s) or a tax return already under enquiry
   H) enquiries into tax returns that were filed after the statutory filing date and where no reasonable excuse has been accepted by HM Revenue & Customs for late filing
   I) any criminal prosecution
   J) a matter which is more specifically covered by another Insurance section of this Policy or would have been had it not been for an exclusion or proviso applying to that Insurance
   K) any cause, event or circumstance occurring prior to or existing at the inception of this Policy and which You knew, or ought reasonably to have known, may give rise to a claim by or against You.
Section 5 – Data Protection

What is covered

1  The defence of any Legal Proceedings brought against You for compensation under Section 13 of the Data Protection Act 1998 provided that You are already registered with the Data Protection Commissioner.

2  An appeal by You against
   A)  the refusal of Your application for registration by the Data Protection Commissioner
   B)  the refusal of an application for alteration of registered particulars by the Data Protection Commissioner
   C)  an enforcement notice
   D)  a de-registration notice
   E)  a transfer prohibition notice

provided that You agree to appoint Our Administrator’s approved consultant as Your Appointed Representative in accordance with Requirement 4 A) i).

What is not covered

1  Any amount in excess of the Limit of Indemnity for Any One Claim shown in the Schedule.

2  Legal Expenses arising from or relating to
   A)  any criminal prosecution
   B)  any legal action concerning the grant and/or execution of a warrant of entry
   C)  any claim where You do not appoint Our Administrator’s approved consultant as the Appointed Representative in accordance with Requirement 4 A) i)
   D)  a matter which is more specifically covered by another Insurance section of this Policy or would have been had it not been for an exclusion or proviso applying to that Insurance
   E)  any cause, event or circumstance occurring prior to or existing at the inception of this Policy and which You knew, or ought reasonably to have known, may give rise to a claim by or against You.
Section 6 – Bodily Injury

What is covered

The pursuit of compensation following an Event which causes death of or bodily injury to any Insured Person if requested by You.

This cover also extends to include members of the Insured Person’s family who suffer bodily injury following an Event that also causes bodily injury to the Insured Person.

What is not covered

1. Any amount in excess of the Limit of Indemnity for Any One Claim shown in the Schedule.

2. Legal Expenses arising from or relating to

   A) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident
   B) the defence of any claim for bodily injury
   C) a matter which is more specifically covered by another Insurance section of this Policy or would have been had it not been for an exclusion or proviso applying to that Insurance
   D) any cause, event or circumstance occurring prior to or existing at the inception of this Policy and which You knew, or ought reasonably to have known, may give rise to a claim by or against You.
Section 7 – Contract

What is covered

The pursuit or defence of Legal Proceedings arising from a dispute with a customer or supplier in respect of a contract with that customer or supplier for the sale, purchase, hire or supply of goods or services provided that

1. the amount in dispute exceeds £1,000
2. You entered into the contract or alleged contract during the Period of Insurance.

What is not covered

1. Any amount in excess of £5,000 for Any One Claim.
2. Legal Expenses arising from or relating to
   A) an undisputed debt owed to You
   B) any licence or franchise agreements
   C) a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
   D) the letting or tenancy of Property
   E) any computer software or hardware that has been tailored by or on behalf of a supplier or You
   F) the construction, extension, alteration, demolition, repair, renovation or refurbishment of any Property
   G) the ownership, possession, hiring or use of a motor vehicle, aircraft or water craft
   H) any cause, event or circumstance occurring prior to or existing at the inception of this Policy and which You knew, or ought reasonably to have known, may give rise to a claim by or against You.
# Extensions to Cover

## THIS INSURANCE ALSO COVERS

### What is covered

1. **Jury Service Allowance**
   - The loss of income, salary or wages of any Insured Person in respect of that person’s obligation to attend Court for jury service insofar as it is not recoverable from the relevant Court provided that such attendance commences during the Period of Insurance and within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
   - **Limit of Indemnity** – £150 per person per day.

2. **Witness Attendance Allowance**
   - The actual loss of earnings incurred when any Insured Person is absent from work attending Court as
     - A) a witness for You at the request of the Appointed Representative
     - or
     - B) a defendant
   - provided that a claim has been admitted under ‘What is covered’.
   - **Limit of Indemnity** – £150 per person per day.

### What is not covered

1. Any amount in excess of £10,000 in any one Period of Insurance.

### THIS INSURANCE ALSO DOES NOT COVER (IN RESPECT OF ALL SECTIONS AND EXTENSIONS)

**Legal Expenses** in respect of

1. any matter to which Our Administrator has not given their written consent
2. the defence of any civil Legal Proceedings made or brought against You arising from any actual or alleged
   - A) death, bodily injury, disease or illness of any person
   - B) Damage to any Property including loss of use of such Property
   - C) breach of any professional duty
   - D) breach of any duty owed as a director or officer of any company. This does not apply where the breach or alleged breach relates to taxation disputes covered under Section 4 – Taxation
3. any non-contentious matters
4. any fees that are in excess of the Standard Legal Expenses where You have nominated Your own representative to act as the Appointed Representative
5. any Legal Proceedings brought or transferred outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man or Legal Expenses incurred outside such territories
<table>
<thead>
<tr>
<th><strong>What is covered</strong></th>
<th><strong>What is not covered</strong></th>
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<tbody>
<tr>
<td>6 any Legal Proceedings where a reasonable estimate of the likely irrecoverable element of any Legal Expenses to be paid would exceed a realistic financial valuation of Your claim.</td>
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<tr>
<td>7 any Legal Proceedings for which You are covered or entitled to be covered under any other insurance policy or any policy which You are required to hold by law.</td>
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<td>8 any actual or alleged act, omission or dispute occurring prior to, or existing at inception or renewal of this Policy and which You knew (or ought reasonably to have known) was likely to give rise to Legal Proceedings.</td>
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<td>9 any Legal Proceedings arising from:</td>
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<td>A) Your intentional wrongdoing;</td>
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<tr>
<td>B) an act or omission with reckless disregard as to its consequences.</td>
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<td>10 any dispute between You and any subsidiary, parent, associated or sister company or between shareholders, directors, partners or any other person who is or would be entitled to cover at Your request.</td>
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<tr>
<td>11 damages, fines or penalties of any nature incurred by You in Legal Proceedings.</td>
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<tr>
<td>12 any VAT attaching to Legal Expenses incurred with Our Administrator’s consent which is recoverable by You.</td>
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<tr>
<td>13 the defence of any Legal Proceedings arising from or relating to Your actual or alleged dishonesty, fraud or malicious conduct unless such proceedings are successfully defended.</td>
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<td>14 the pursuit or defence of any action alleging defamation or malicious falsehood.</td>
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<td>15 the pursuit or defence of any Legal Proceedings relating to patents, copyrights, design rights, moral rights, trade or service marks, registered designs, passing off, trade secrets or confidential information.</td>
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<tr>
<td>16 the pursuit or defence of Legal Proceedings between You and a central or local government authority concerning the imposition of statutory charges except where an appeal is allowed at law.</td>
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<td>17 an application for judicial review.</td>
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<td>18 the defence of any Legal Proceedings arising from or relating to seepage, pollution or contamination of any kind.</td>
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<td>19 any Legal Proceedings arising directly or indirectly from:</td>
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<td>A) the transmission or impact of any Virus;</td>
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<td>B) Failure of a System;</td>
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<td>but this does not apply to any claim relating to compensation for bodily injury.</td>
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<tr>
<td>20 any Legal Proceedings directly or indirectly caused by or contributed to or arising from:</td>
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<td>A) ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;</td>
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<tr>
<td>B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.</td>
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</table>
Legal Expenses Insurance - how We settle claims

We will pay the amount of Legal Expenses arising from any Legal Proceedings covered by this Insurance that

A) are notified to Us during the Period of Insurance and

B) arise from the conduct of Your Business and

C) are made by or brought against You or any other Insured Person within the jurisdiction of a Court within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

We may elect to pay You a reasonable sum not exceeding the realistic estimated value of any claim instead of paying the Legal Expenses. Such a decision will be entirely at Our Administrator’s discretion and will be in full and final settlement of Your claim.

In circumstances where Our Administrator has chosen a representative to act on Your behalf as detailed in Requirement 4 A) We will pay Legal Expenses incurred for providing the initial assessment of the claim irrespective of the prospects of success or whether the claim is covered under this Insurance.

Where You have chosen Your own Appointed Representative

i) any Legal Expenses incurred in providing initial assessment will only be covered where there are reasonable prospects of successfully pursuing or defending the Legal Proceedings and the claim is covered under all other terms and conditions of this Insurance

ii) We will not pay more than Standard Legal Expenses

Acts of Parliament

All Acts of Parliament and regulations referred to in this Insurance include any subsequent amendments or re-enactments of those Acts or regulations and any equivalent legislation which is enforceable within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Requirements which You must comply with to benefit from cover under this Insurance

1 Notification of Claims

It is a requirement of this Insurance that You must notify Us in writing immediately You are aware of any actual or alleged act, omission or dispute which has given or may give rise to any Legal Proceedings involving You. We will pass notification to Our Administrator who will then administer claims settlement.

Where such notification has been given We agree to treat any subsequent Legal Proceedings in respect of the circumstances notified as though the Legal Proceedings had been made or brought during the Period of Insurance.

If You fail to notify Us of any actual or alleged act, omission or dispute during the Period of Insurance any claim arising from such actual or alleged act, omission or dispute will not be admitted.

SPECIAL PROCEDURE

If a form ET1 (Originating Application) is received from an employment tribunal You must immediately forward it to Our Administrator with form ET3 (Notice of Appearance By Respondent) which should be left blank.

In view of the 28 days statutory time limit this must be done immediately.

Failure to comply with this Special Procedure may result in Us not paying Your Legal Expenses claim.

2 Consent

Our Administrator’s consent to pay Legal Expenses must be obtained in writing. Legal Expenses incurred before such consent is given will not be covered.

Consent will be given if You can satisfy Our Administrator that

A) there are reasonable prospects of successfully pursuing or defending the Legal Proceedings and

B) it is reasonable in all the specific circumstances of the case for Legal Expenses to be provided.

The decision to grant consent will take into account the advice of Your Appointed Representative as well as that of Our Administrator’s own advisers. Our Administrator may require, at Your expense, an opinion of Counsel on the merits of the Legal Proceedings. If the claim is subsequently admitted Your costs in obtaining such an opinion and providing such advice will be covered under this Insurance.

If during the course of Legal Proceedings You no longer satisfy requirements 2 A) and B) above We may discontinue cover in respect of this claim.

If You decide to commence or continue Legal Proceedings for which Our Administrator has denied support under 2 A) above and You are successful, We will pay Legal Expenses as if Our Administrator had given their consent in the first instance.

3 Minimising Claims or Legal Proceedings

It is a requirement of this Insurance that You must take all reasonable measures to minimise the risk or likelihood of claims and the cost of Legal Proceedings. This includes, but is not limited to, You and Your agent or Appointed Representative complying with any pre-action protocol, costs protocol or other protocol that applies to any Legal Proceedings which form the basis of a claim under this insurance.

Failure to comply with this requirement may result in Us not paying Your Legal Expenses claim.
4 Conduct of Legal Proceedings

A) Nomination of the Appointed Representative

i) In respect of any claim where We may be liable to pay an award of compensation under Section 1 or Section 5 Our Administrator has the right to choose the Appointed Representative.

ii) In respect of all other claims covered by this Insurance.

At the point where Court papers need to be issued or have been received or where there is a conflict of interest You are free to choose a suitably qualified Appointed Representative.

Where You have selected an Appointed Representative of Your own choice We will only pay Standard Legal Expenses. Any amount in excess of Standard Legal Expenses will be Your own responsibility.

In selecting the Appointed Representative You have a duty to minimise the cost of Legal Proceedings.

If Your choice of representative has to undertake work to familiarise themselves with the work already undertaken on the case We will not pay for this work to be done.

If there is any disagreement as to whether Legal Proceedings are necessary You can take the matter to an independent arbitrator as detailed in Requirement 4 j).

iii) In the period before Our Administrator agrees that Legal Proceedings are necessary Our Administrator reserves the right to seek to obtain a settlement on Your behalf. The settlement will be subject to Your agreement which You will not unreasonably refuse.

If any representative is appointed in Your name to act for You.

B) All information to be given to the Appointed Representative

The Appointed Representative must be given all information and assistance required. This must include a complete and truthful account of the facts of the case and all relevant documentary or other evidence in Your possession. You must obtain or execute all documents as may be necessary and attend any meetings or conferences when requested. You owe the same obligations to Our Administrator as to the Appointed Representative.

C) Access to the Appointed Representative

Our Administrator is entitled to obtain from Your Appointed Representative any information, document or advice relating to a claim under this Insurance whether or not privileged. On request You will give any instructions necessary to ensure such access.

D) Instruction of counsel or appointment of expert witnesses

If the Appointed Representative wishes to instruct counsel or appoint expert witnesses Our Administrator will not unreasonably withhold their consent. The names of counsel or the expert witnesses must be submitted to them together with an explanation of the necessity for such action.

E) Claims below the small claims track limit

Where a claim for Legal Expenses is unlikely to exceed the small claims track limit Our Administrator may carry out their own investigation and may attempt to negotiate a settlement. You will not unreasonably withhold agreement to any such settlement.

F) Offer of settlement

You must inform Our Administrator in writing as soon as an offer to settle Legal Proceedings is received or a payment into Court is made. You will not unreasonably withhold consent to the Appointed Representative making an offer to settle the Legal Proceedings.

You must not enter or offer to enter into any agreement to settle without Our Administrator’s prior written consent. Any such agreement must take into account Our interest in the recovery of costs.

If You unreasonably withhold agreement to a settlement Our Administrator reserves the right to withdraw Our support.

G) Withdrawal by You

Where We have provided cover for Legal Expenses and You withdraw from the Legal Proceedings without Our Administrator’s agreement We shall be entitled to reimbursement for all Legal Expenses paid.

H) Payment of legal expenses

All bills relating to any Legal Proceedings which You receive from the Appointed Representative should be forwarded to Our Administrator without undue delay.

Bills must be certified by You to the effect that the charges have been properly incurred and that Our Administrator is authorised to settle on Your behalf. Gross sum bills must be accompanied by a breakdown setting out the work done and rates applied.

If requested You must ask the Appointed Representative to submit the bill of costs for assessment or certification by the appropriate Law Society or Court in accordance with the provisions of the Solicitors Act 1974 and/or the Solicitors Remuneration Order 1994.

The provision of cover for any Legal Expenses does not imply that all Legal Expenses will be paid. If You are in doubt Our Administrator should be consulted.

You must not, without Our Administrator’s written consent, enter into any agreement with the Appointed Representative as to the payment of Legal Expenses.

I) Recovery of costs and expenses

You, through the Appointed Representative, will be responsible for the repayment to Us of any

i) awards of costs in favour of You

or

ii) costs agreed to be paid to You as part of any settlement.

When the total amount of Legal Expenses incurred is within the Limit of Indemnity You and We will share any Legal Expenses that are recovered according to the proportion paid.
Where the total cost of the legal action exceeds the **Limit of Indemnity** You and We will have priority over any other parties with an interest in any costs recovery. You and We shall share such recovery according to the proportion paid, subject to Our right of recovery being restricted to the **Limit of Indemnity**.

**J) Arbitration**

Any dispute between You and Us in respect of this Insurance may be referred to a single arbitrator who shall be a solicitor or barrister agreed upon by both parties. Failing agreement the arbitrator will be nominated by the President of the appropriate Law Society, Bar Council or professional body within Great Britain, Northern Ireland, the Channel islands or the Isle of Man.

The party against whom the decision is made shall meet all the costs of the arbitration in full.

If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs.

If the decision is made in Our favour Your costs shall not be recoverable under this Insurance.

**5 Appeal Procedure**

Our Administrator’s consent must be obtained if You wish to appeal against the judgment of a Court. A written application must be submitted to them by recorded delivery at least ten working days before the final date for lodging the appeal and the application must state the reasons for bringing the appeal.

Our Administrator will inform You of their decision.

You must co operate in an appeal against the judgment of a Court at Our Administrator’s request.

**6 Record Keeping**

It is a requirement of this Insurance that You must take all reasonable care in keeping business books, records and accounts. Tax returns are to be submitted without undue delay and accounts and related taxation computations are to be submitted to the proper government department within the statutory period laid down at the end of the relevant period of account.

Failure to comply with this requirement may result in Us not paying Your Legal Expenses claim.
Claims Conditions

The following conditions apply except where otherwise detailed under “Requirements which You must comply with“ in respect of Legal Expenses Insurance.

1 Making a Claim
Where an Event which could give rise to a claim under this Policy happens You will
A) tell Us as soon as reasonably practicable and no later than 30 days of Your becoming aware of the Event or occurrence and provide Us with all information and help We reasonably require in respect of the claim and where requested by Us and at Your expense, written details containing as much information as possible on the Event, Damage, accident or Injury including (to the extent possible) the amount of the claim
B) notify the police within 24 hours of Damage caused by malicious persons or thieves
C) take all reasonable action to minimise or eliminate any interruption of or interference with the Business
D) not admit or deny liability nor make any offer, compromise, promise or payment, enter into any agreement or give any undertaking in respect of the claim without Our written consent
E) pass to Us immediately, unanswered, all communications from third parties in relation to any Event which may result in a claim under this Policy
F) tell Us immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings and send to Us immediately every relevant document You receive in relation to any such matter
G) provide Us with such books of account or other business books or documents or such proofs as may reasonably be required by Us for investigating or verifying the claim
H) provide to Us (if required) a statutory declaration of the truth of the claims and any related matter
I) in respect of Personal Injury (Robbery) under Money Insurance and Personal Accident Insurance provide Us at Your expense with all detailed particulars, certificates and evidence required by Us. Any Insured Person covered under these Insurances shall, as often as required by Us, submit to medical examination at Our expense in connection with any claim.

Failure to comply with any of these conditions may result in Us not paying Your claim.

2 Our Control Of Claims
We will be entitled
A) on the happening of any Damage to the property insured to enter, take and keep possession of the building where Damage has happened, to take and keep possession of the property insured, to deal with the salvage in a reasonable manner without thereby incurring any liability, without diminishing Our right to rely on any conditions of this Policy. This Policy will be proof of leave and license for such purpose
B) at Our discretion to take over and conduct in Your name the defence or settlement of any claim and to take proceedings at Our own expense and for Our own benefit but in Your name to recover compensation or secure indemnity from any third party in respect of any Event insured by this Policy. You will give all information and assistance reasonably required
C) to any property for the loss of which a claim is paid hereunder and You will execute all such assignments and assurances of such property as may be reasonably practicable but You will not be entitled to abandon any property to Us
D) at Our option to repair or replace the property or any part of the property for which We may be liable under this Policy, provided that We will not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. We shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured.

3 Other Insurance
If You claim under this Policy for something which is also covered by another policy, We will only pay Our proportionate share of the claim. You should give Us full details of the other policy.

This condition does not apply to Money Insurance, the Contingent Motor Liability cover under Liabilities Insurance – Section 2 Public Liability/Product Liability or to Personal Accident Insurance.

4 Arbitration (not applicable to Liabilities Insurance, Personal Injury (Robbery) cover under Money Insurance or Legal Expenses Insurance)
If there is any disagreement between You and Us as to the amount to be paid under this Policy, liability being otherwise admitted, the disagreement shall be referred to an arbitrator in accordance with the Arbitration Act 1996 or any subsequent legislation replacing that Act.

The party against whom the decision is made shall meet all costs of the arbitration in full.

If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs.

If the decision is made in Our favour Your costs shall not be recoverable under this Policy. This procedure does not prejudice any right of recourse You have to any other complaints procedure to which We subscribe or to the courts.
Policy Conditions

1 Alteration of Risk
No cover shall be provided under this Policy if and to the extent that any damage arises as a result of any material alteration to or of

A) the Business
B) the Premises
C) property within the Premises or
D) the occupation of the Premises by you or your Employees during the Period of Insurance of this Policy.

2 Change of Status
This Policy shall be automatically terminated if and when

A) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued
or

B) you cease to have an interest that is insurable for example: the Premises have been sold to a third party. However this right to avoid the Policy does not apply in the event of your death.

3 Cancelling the Policy
You may cancel this Policy by informing us in writing, and cancellation will be effective from the date of receipt of your instructions. If a Certificate of Insurance has been issued as a statutory requirement to provide evidence of cover, the cancellation will only be effective from the date of return of the Certificate(s) to us.

We may cancel this Policy by sending 30 days written notice to your last known address.

In the event of cancellation, we will refund the premium you paid for the rest of the insurance period. We will do this only if you have not made a claim during the Period of Insurance.

4 Cancellation of Your Fixed Sum Loan Agreement
Where we have agreed to you paying your premium by monthly instalments, then in the event that there is a default in the instalments due under the payment schedule, we reserve the right to terminate your Policy and you will no longer be insured by us.

If your monthly premium payment has a Fixed Sum Loan Agreement regulated by the Consumer Credit Act 1974, then this shall be deemed to be a linked loan agreement. In the event that there is a default in the instalments due under the payment schedule, we reserve the right to also terminate that linked loan agreement.

5 Contracts (Rights of Third Parties) Act 1999
A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

6 Law Applicable
Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both you and we may choose the law which applies to this contract, to the extent permitted by those laws. Unless you and we agree otherwise in writing, we have agreed with you that the law which applies to this contract is the law which applies to the part of the United Kingdom in which you are based, or, if you are based in the Channel Islands or the Isle of Man, the courts of whichever of those two places in which you are based.

We and you have agreed that any legal proceedings between you and us in connection with this contract will only take place in the courts of the part of the United Kingdom in which you are based or, if you are based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which you are based.

7 Observance of Terms
Failure to comply with any of the terms and conditions of the Policy where they are material or relevant to any loss may entitle us to reduce or avoid your claim.

8 Our Liability
All the sums insured, Limits of Indemnity and any other restrictions on the amount of our liability stated in this Policy will apply as maximum limits to our liability irrespective of the number of persons entitled to indemnity under this Policy.

For all purposes, including but not limited to, the application of sums insured, Limits of Indemnity and any other restrictions on the amount of our liability stated in this Policy, the definition of you shall constitute one insured party, and there shall only be one contract of insurance between that insured party and us.

9 Reasonable Precautions
You must at your own expense take all reasonable steps to prevent or minimise any damage or any injury to employees or the public.

If you discover any defect or danger, you must make it good as soon as practicable and in the meantime take such additional precautions as circumstances reasonably require.

10 Asbestos
Unless agreed by us in writing to the contrary, you must ensure that you only undertake visual inspections in relation to asbestos and when coming into contact with asbestos, asbestos dust or asbestos containing materials you always stop work and employ a licensed asbestos contractor.

Failure to comply with any of these requirements may result in us not paying your claim.
11 Economic, Financial or Trade Sanctions

We shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition.

If any such Prohibition takes effect during the Period of Insurance We or You may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to You or Us at the last known address.

If the whole or any part of the Policy is cancelled We shall if and to the extent that it does not breach any Prohibition give You a full refund of premium for any unexpired period of cover. We will do this only if You have not made a claim during the Period of Insurance.

For the purposes of this condition Prohibition shall mean any economic, financial or trade sanctions imposed by the European Union or United Kingdom, or any other prohibition or restriction imposed by law or regulation of the country of which this Policy is issued or would otherwise provide cover.
Definitions – Words with special meanings

**Accident**
A sudden unexpected unforeseen and identifiable Incident.

**Act of Terrorism (Terrorism Insurance)**
Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty’s government in the United Kingdom or any other government de jure or de facto.

**Additional Expenditure**
The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Shortage in Turnover which would have occurred but for that expenditure during the Indemnity Period (Loss of Liquor Insurance) in consequence of the loss of the Premises Licence but not exceeding the amount of the reduction in Gross Profit there-by avoided.

**Administrator**
A third party provider appointed by Us to administer claims in respect of Legal Expenses Insurance on Our behalf.

**Aircraft Accumulation**
All Insured Persons travelling in any aircraft or airship.

**Aircraft Products**
Aircraft or any aerial device (including missiles or spacecraft) and any other goods or products manufactured, sold, handled or distributed or services provided or recommended by You or by others trading under Your name for use in the manufacture, repair, operation, maintenance or use of any aircraft or aerial device.

**Any One Claim**
All Legal Proceedings (including any appeal against judgment) arising from or relating to the same Event.

**Appointed Representative**
A solicitor, consultant or any other appropriately qualified person nominated to act in a professional capacity for You in accordance with the terms and conditions of Legal Expenses Insurance.

**Asbestos**
Asbestos, crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals.

**Asbestos Containing Materials**
Any material containing Asbestos or Asbestos Dust.

**Asbestos Dust**
Fibres or particles of Asbestos.

**Building(s)**
Buildings (being built mainly of brick, stone, concrete or other non-combustible materials unless stated differently in the Schedule or Statement of Fact) and including

- the Shop Front (except where more specifically insured)
- landlord’s fixtures and fittings in and on the Buildings
- outside buildings, extensions, annexes and gangways
- walls, gates and fences
- services which shall mean telephone, gas and water mains, electrical instruments, meters, piping, cabling and the like and any accessories extending from the Buildings to the perimeter of the Premises or to the public mains (including those underground).

**Business**
That shown in the Schedule and conducted solely from premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and shall include

1. ownership, repair and maintenance of Your own property
2. provision and management of canteen, social, sports and welfare organisations and first aid, ambulance and medical services for the benefit of any Person Employed
3. fire and security services maintained solely for the protection of premises which You own or occupy
4. private work undertaken by any Person Employed for any of Your directors, partners or Employees with Your prior consent
5. attendance at or participation in Exhibitions by any Employee or director in connection with their employment

but in respect of Section 1 of Liabilities Insurance shall not include any work undertaken Offshore.

**Business Premises**
That part of the Premises solely occupied by You for the purpose of the Business described in the Schedule.

**Commuting**
While in the course of daily travel directly between residence (normal or temporary) and place of Business (normal or temporary).

**Computer Systems (Terrorism Insurance)**
A computer or other equipment or component or system or item which processes stores transmits or receives Data.

**Contribution**
The first part of each and every claim as shewn in the Schedule which You and We have agreed will be paid by You.

If cover is provided in respect of an Event under more than one item under the “What is covered” heading within an Insurance or under more than one Insurance section and if a Contribution as defined above applies under more than one such item or Insurance then only the Contribution which is the highest of those which would have applied separately will be deducted from the total claim payment.
General Contents

In so far as they are not otherwise insured

- machinery, plant, fixtures, fittings and other trade equipment
- all office equipment and other contents
- patterns, models, moulds, plans and designs
- documents and business books for an amount not exceeding £25,000 in respect of any one loss
- directors', partners' and Employees' personal effects including clothing, pedal cycles, tools, instruments and the like for an amount not exceeding £1,500 per person
  - but any cover granted under this Insurance for Damage by theft shall not apply to personal effects partly or wholly of precious metal, jewellery, watches, furs, contact lenses, portable electronic entertainment equipment, cameras, Money and securities of any description
- motor vehicles, motor chassis and their contents
- closed circuit television equipment, alarm system equipment, television or radio receiving aerials and satellite dishes for which You are responsible and which are securely fixed to the external structure of the Building
- Glass, sanitary ware, neon and illuminated signs and electric light fittings.

Glass

- Normal flat annealed glass including lettering on it.
- Toughened and laminated glass including lettering on it.
- Mirrors.
- Bent, tinted, stained or fired glass.
- Decoration or protective film or alarm foil on glass.

Good

Property (not including Unspecified Equipment and Specified Equipment) which belongs to You or for which You are responsible and is incidental to the Business.

Great Britain

England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987).

Gross Profit

The amount by which the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Variable Costs.

Note

1. Value Added Tax is excluded to the extent that You are accountable to the tax authorities.
2. Any adjustment implemented in current cost accounting is disregarded.
3. The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with Your normal accounting methods due provision being made for depreciation.
Ground Heave
Upward or lateral movement of the site on which Your Buildings stand caused by swelling of the ground.

Hacking (Terrorism Insurance)
Unauthorised access to any Computer System, whether Your property or not.

Hospital
Any institution which meets fully every one of the following criteria
1. maintains permanent and full time facilities for the care of overnight resident patients and
2. has diagnostic and therapeutic facilities for surgical and medical diagnosis treatment and care of injured and sick persons by or under the supervision of a staff of Medical Practitioners and
3. continuously provides a 24 hours a day nursing service supervised by state registered nurses or by persons with equivalent qualifications and
4. is not other than incidentally an institution which provides full time facilities for
   A) mentally ill or mentally handicapped persons
   B) nursing or convalescing
   C) aged persons of 70 years or more
   D) drug addicts
   E) alcoholics.

Incident
All individual losses arising out of and directly occasioned by one sudden unexpected specific event occurring at an identifiable time and place.

Indemnity Period (Business Interruption Insurance)
The period beginning when the Damage occurs and ending when the results of the Business cease to be affected by the Damage but not exceeding the Maximum Indemnity Period (as shown in the Schedule).

Indemnity Period (Loss of Liquor Licence Insurance)
The period beginning with the loss of the Premises Licence and ending not later than twelve months thereafter during which the results of the Business shall be affected in consequence of the loss of licence provided that if the Premises are disposed of within twelve months after the loss of licence the Indemnity Period shall terminate upon disposal.

Injury (Liabilities Insurance)

In respect of Liabilities Insurance Section 1 and 3 (Part A)
• Bodily injury, death, disease or illness.

In respect of Liabilities Insurance Sections 2 and 3 (Part B)
• Bodily injury, mental injury, death, disease or illness.

Insured Person (not applicable to Personal Accident Insurance)
You or Your directors, partners or Employees.

Insured Person (Personal Accident Insurance)
Any person described under Employee Type in the Schedule resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
Cover applies until the expiry of the Period of Insurance in which the Insured Person attains the age of 75 years.

Intruder Alarm System(s)
Includes all lines and equipment used to transmit the signals to and from the Premises.

Keyholder
Any person or keyholding company authorised by You who is available at all times when the Intruder Alarm System is set to accept notification of faults or alarm signals or messages relating to the Intruder Alarm System.

Landslip
Downward movement of sloping ground.

Legal Expenses

1 Fees
Any fees and disbursements reasonably and properly incurred by the Appointed Representative or by Our Administrator in connection with any Legal Proceedings.
Where You have chosen Your own Appointed Representative We will not pay more than Standard Legal Expenses.

2 Costs
Any costs payable by You following
A) an award of costs by any Court or
B) an out-of-court settlement made in connection with any Legal Proceedings You must have obtained Our Administrator’s agreement to any such settlement in accordance with Requirement 4 F).

3 Basic and Compensatory Awards (in respect of Section 1 of Legal Expenses Insurance)
A) A basic or compensatory award of compensation which You must pay as a result of judgment in a dispute under employment legislation or
B) an out-of-court settlement of a claim under 3 A) above to which Our Administrator has given their prior written consent.

4 Data Protection Awards (in respect of Section 5 of Legal Expenses Insurance)
A) An award of compensation made against You under Section 13 of the Data Protection Act 1998 or
B) an out-of-court settlement of a claim under 4 A) above to which Our Administrator has given their prior written consent.
Legal Proceedings
The pursuit or defence of legal or taxation disputes.

Licensing Act
The Licensing Act 2003 in England and Wales, the Licensing (Scotland) Act 2005 or the Licensing (Northern Ireland) Order 1996.

Limit of Indemnity
The maximum amount payable by Us in respect of the cover provided as shown in the Schedule or Policy wording.

Limit of Liability
The maximum amount payable by Us in respect of the cover provided as shown in the Schedule or Policy wording.

Loss of Eye
Permanent and total loss of sight which will be considered as having occurred
1 in both eyes if the Insured Person’s name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
2 in one eye if the degree of sight remaining after corrections is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet).

Loss of Limb
In the case of a leg loss by physical severance at or above the ankle or permanent total loss of use of a complete foot or leg and in the case of an arm loss by physical severance of the entire four fingers through or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or permanent total loss of use of a complete arm or hand.

Maximum Incident Limit
The maximum amount We will pay under this Insurance or any other policy of Personal Accident insurance issued by Us in Your name in respect of all losses and all Insured Persons arising out of the same Incident inclusive of the Aircraft Accumulation Limits shown in the Schedule.

The duration of any one Incident is limited to 72 consecutive hours and no loss which occurs outside this period will be included in that Incident.

Medical Expenses
The cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a Registered Medical Practitioner and all hospital, nursing home and ambulance charges.

Medical Practitioner
Any legally qualified medical practitioner other than
1 an Insured Person
2 a member of the immediate family of an Insured Person
3 Your Employee

Microchip
A unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly includes integrated circuits and microcontrollers.

Money
Being both Negotiable Money and Non-Negotiable Money.

Negotiable Money
Cash, bank notes, currency notes, uncrossed cheques (including travellers cheques but excluding pre-signed blank cheques), uncrossed banker’s drafts, crossed giro cheques and drafts, crossed postal orders, uncrossed money orders, current postage and revenue stamps, National Insurance stamps (not fixed to cards), National Savings stamps, bills of exchange, luncheon vouchers, consumer redemption vouchers, Holiday with Pay stamps, gift tokens and trading stamps.

Non-Negotiable Money
Crossed cheques (other than pre-signed blank cheques), crossed banker’s drafts, crossed giro cheques and drafts, crossed postal orders, crossed money orders, unused units in franking machines, National Savings certificates, Premium Bonds, credit company sales vouchers and VAT purchase invoices.

North America
The United States of America or Canada or any other territory within the jurisdiction of either such country.

Nuclear Installation (Terrorism Insurance)
Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for
1 the production or use of atomic energy or
2 the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations or
3 the storage processing or disposal of nuclear fuel or of bulk quantities or other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

Nuclear Reactor (Terrorism Insurance)
Any plant (including any machinery equipment or appliance uwhether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Offshore
Embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.

Operative Time
1 24 hour
   At any time.

2 Employment Only
   A) While engaged on the Insured Person’s occupation in Your Business
   or
   B) While the Insured Person is engaged upon duties incidental to the Business and as a direct result of assault other than by the explosion of any bomb or explosive device. Cover
will also apply where the assault is a direct consequence of the Insured Person’s employment with You

or

C) At any time while travelling on Your Business.

Insurance operates from the departure of the Insured Person from residence or normal place of Business (whichever occurs first) until arrival back at such residence or normal place of Business (whichever occurs last) at the end of the journey including Commuting.

3 Employment including Commuting

A) While engaged on the Insured Person’s occupation in Your Business

or

B) While the Insured Person is engaged upon duties incidental to the Business and as a direct result of assault other than by the explosion of any bomb or explosive device. Cover will also apply where the assault is a direct consequence of the Insured Person’s employment with You

or

C) At any time while travelling on Your Business.

Insurance operates from the departure of the Insured Person from residence or normal place of Business (whichever occurs first) until arrival back at such residence or normal place of Business (whichever occurs last) at the end of the journey including Commuting.

Outstanding Debit Balances

The total recorded under Duplicate Records (as detailed in Requirements which You must comply with to minimise loss of Outstanding Debit Balances) adjusted for

1 bad debts

2 amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage) to the credit accounts of the Business in the period between the date to which the last monthly record relates and the date of the Damage

and

3 any abnormal condition of trade which had or could have had a material effect on the Business

so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the Damage had the Damage not occurred.

Note 1 Value Added Tax is excluded to the extent that You are accountable to the tax authorities.

2 Any adjustment implemented in current cost accounting is disregarded.

Period of Insurance

The period beginning with the “From” date and ending with the “To” date shown in the Schedule and any other period for which We accept Your Premium.

Period of Rent

The maximum period from the date of Damage for which We are liable to pay any loss of Rent.

Person Employed

1 Employee

2 labour master and individuals supplied by him

3 individual employed by labour only sub-contractors

4 self-employed individual (not being in partnership with You)

5 individual hired to or borrowed by You

6 individual undertaking study or work experience while under Your supervision

Person Entitled to Indemnity

1 You

2 Your personal representatives in respect of legal liability incurred by You

3 at Your request

A) any principal

B) any of Your directors or partners

C) any Person Employed against legal liability in respect of which You would have been entitled to indemnity under this Policy if the claim had been made against You

D) the officers, committees and members of Your canteen, social, sports and welfare organisations and first aid, fire, ambulance, medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided

E) any of Your directors or partners or Employees in respect of private work undertaken by any Person Employed for such directors partners or Employees with Your prior consent

provided that such people shall keep to the terms, conditions and limitations of this Policy so far as they can apply.

Phishing

Any access or attempted access to data or information made by means of misrepresentation or deception.

Policy

The policy wording (along with the Schedule and Statement of Fact) which forms part of the legal contract between You and Us.

Premises

The address as shown in the Schedule.

Premises Licence

The Premises Licence from time to time in force and granted pursuant to the relevant Licensing Act authorising the sale of alcohol by retail.

Private Individual (Terrorism insurance)

Any person other than

A) a Trustee or body of Trustees where insurance is arranged under the terms of a trust.
B) a person who owns Residential Property for the purpose of their business as a sole trader.

This definition only applies to Property held in trust or as part of a sole trader’s business and not their private residence(s).

The definition of Private Individual shall include two or more persons wherever insurance is arranged in their several names and/or Your title includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the Property Insured.

Property

Material property but shall not include Data.

Property Insured

Buildings
Shop Front
Tenant’s Improvements
General Contents
Stock
Other Property

at the Premises including within the open yards forming part of the Premises (subject to any specific exclusions)

all as defined in the Policy or more fully described in the Schedule and all being Your Property or for which You are responsible but excluding:

• Property which is more specifically insured
• unless specifically notified to and accepted by Us as insured

1 Property in transit
2 vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft and aircraft
3 land, piers, jetties, bridges, culverts and excavations,
4 livestock, growing crops and trees
5 Property or structures in course of construction or erection and materials or supplies in connection with all such Property in course of construction or erection
6 overhead transmission lines.

Rate of Gross Profit (Business Interruption Insurance)

The rate which Gross Profit would have borne to Turnover during the Indemnity Period (Business Interruption Insurance) had the Damage not occurred after account has been taken of the trends of the Business and of the variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred (subject to the proviso that the amount of Gross Profit shall be proportionately increased in correspondence with the maximum Indemnity Period (Business Interruption Insurance) where it exceeds twelve months).

Note
1 Value Added Tax is excluded to the extent that You are accountable to the tax authorities.
2 Any adjustment implemented in current cost accounting is disregarded.

Rate of Gross Profit (Loss of Liquor Licence Insurance)

The rate which but for the loss of the Premises Licence Gross Profit would have borne to Turnover during the Indemnity Period (Loss of Liquor Licence Insurance) but subject to any trend of the Business and other circumstances affecting the Business either before or after the loss of the Premises Licence or which would have affected the Business had the loss of the Premises Licence not occurred.

Rent

Any money in the nature of rent including service charges which You receive or pay.

Residential Property (Terrorism Insurance)

Houses and blocks of flats and other dwellings (including household contents and personal effects of every description).

Savings in Costs

Any sum saved during the Indemnity Period (Loss of Liquor Licence Insurance) in respect of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the loss of the Premises Licence.

Schedule

The document providing details of the various Insurances which are included in Your Policy together with the levels of cover applying under each.

Shop Front

The frontage of the Building including all fixed Glass and shutters, blinds, neon and illuminated signs, closed circuit television and alarm system equipment provided that these are securely fixed to the structure of the frontage.

Shortage in Turnover

The amount by which the Turnover during the Indemnity Period (Loss of Liquor Licence Insurance) shall in consequence of the forfeiture, suspension or withdrawal of the Premises Licence fall short of the Turnover which but for the loss of licence would have been achieved during the Indemnity Period (Loss of Liquor Licence Insurance).

Specified Equipment

The individual items of Business equipment owned by You or for which You are legally responsible all as detailed in the Schedule.
Standard Legal Expenses
The usual fees that would be incurred by Us in nominating Our Administrator’s choice of Appointed Representative.

Standard Turnover
The Turnover which would have been obtained during the Indemnity Period (Business Interruption Insurance) had the Damage not occurred after account has been taken of the trends of the Business and of the variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred (subject to the proviso that the amount of Gross Profit shall be proportionately increased to correspond with the maximum Indemnity Period). (Business Interruption Insurance) where it exceeds twelve months.

Note
1 Value Added Tax is excluded to the extent that You are accountable to the tax authorities.
2 Any adjustment implemented in current cost accounting is disregarded.

Statement of Fact
The document setting out information provided by You or Your representative as being relevant to the cover that has been applied for. It also includes assumptions We have made about factual circumstances relevant to the cover and which are confirmed by You as true and correct.

Stock
Stock and materials in trade, work in progress and finished goods (including telephone cards, lottery tickets, scratch cards and postage stamps intended for sale).

Stock in the Cold Chamber
Stock in the Cold Chamber also includes Stock which at the time of the Damage giving rise to such deterioration or putrefaction would normally be placed in the cold chamber but is elsewhere on the Premises.

Subsidence
Downward movement of the site on which Your Buildings stand by a cause other than the weight of the Buildings themselves.

System
Computers, other computing and electronic equipment linked to a computer hardware electronic data processing equipment, Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation.

Tenant’s Improvements
All tenant’s improvements, alterations, additions and decorations belonging to You or for which You are responsible.

Territorial Limits
The territories covered by this Policy as shown in the Schedule.

Turnover
The money paid or payable to You for goods sold and delivered and for services rendered in course of the Business at the Premises.

Turnover From Alternative Trading
The money paid or payable for goods sold and delivered and for services rendered during the Indemnity Period (Loss of Liquor Licence Insurance) elsewhere than at the Premises either by or on Your behalf for the benefit of the Business.

Uninsured Variable Costs
• Purchases and related discounts
• Bad debts
unless otherwise shown in the Schedule.

Unspecified Equipment
Electronic and photographic Business equipment owned by You or for which You are legally responsible as shown in the Schedule.

Virus (not applicable to Terrorism Insurance)
Programming code designed to achieve an unexpected, unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks, extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMS or otherwise and whether involving self-replication or not.

Virus or Similar Mechanism (Terrorism Insurance only)
Any program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not.

The definition of Virus or Similar Mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

Water Table Level
The level below which the ground is completely saturated with water.

We/Us/Our
Royal & Sun Alliance Insurance plc
St Mark’s Court
Chart Way
Horsham
West Sussex
RH12 1XL

Working Hours
The period during which the Premises are actually occupied for Business purposes and during which You or Your Employees who are entrusted with Money are in the Premises.

You/Your/Yours/Yourselves
The Policyholder shown in the Schedule.
Complaints Procedure

Our Commitment To Customer Service

At RSA we are committed to going the extra mile for Our customers. If You believe that We have not delivered the service You expected, We want to hear from You so that We can try to put things right. We take all complaints seriously and following the steps below will help Us understand Your concerns and give You a fair response.

Step 1

If Your complaint relates to Your Policy then please raise this with Your Insurance Adviser. If Your complaint relates to a claim then please call the Claims Helpline number shown in the Customer Care Services page of the Policy wording.

We aim to resolve Your concerns by close of the next business day. Experience tells Us that most difficulties can be sorted out within this time.

Step 2

In the unlikely event that Your concerns have not been resolved within this time, Your complaint will be referred to Our Customer Relations Team who will arrange for an investigation on behalf of Our Chief Executive. Their contact details are as follows:

Post: RSA Customer Relations Team
P O Box 255
Wymondham
NR18 8DP

Email: crt.halifax@uk.rsagroup.com

Our promise to You

We will:

• Acknowledge all complaints promptly
• Investigate quickly and thoroughly
• Keep You informed of progress
• Do everything possible to resolve Your complaint
• Use the information from Your complaint to proactively improve Our service in the future.

Once We have reviewed Your complaint We will issue Our final decision in writing within 8 weeks of the date We received Your complaint.

If You are still not happy

If You are still unhappy after Our review, or You have not received a written offer of resolution within 8 weeks of the date We received Your complaint, You may be eligible to refer Your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR

Telephone: 0800 0234567 (free from standard landline, mobiles may be charged)
0300 1239123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

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

You have six months from the date of Our final response to refer Your complaints to the Financial Ombudsman Service. This does not affect Your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Thank you for Your feedback

We value Your feedback and at the heart of Our brand We remain dedicated to treating Our customers as individuals and giving them the best possible service at all times. If We have fallen short of this promise, We apologise and aim to do everything possible to put things right.
How We Use Your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. This Privacy Notice will help you understand the following:

Who are we?
We are Royal & Sun Alliance Insurance plc (RSA), a member of the RSA Group of companies. We provide commercial and consumer insurance products and services under a number of brands.

Why do we collect and use your personal information?
As an insurer, we need your personal information to understand the level of insurance cover you require. We’ll use this information (e.g. your name, address, telephone number and email address) to communicate with you and if you have agreed.

We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you’ll also need to provide us with details about the items you wish to be covered by the insurance.

We may need to check your information with external companies/organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.) When buying certain products, sometimes we’ll ask for special categories of personal data (e.g. driving offences for motor insurance, medical records in case of injury).

Once you become a customer, we’ll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information.

If you need to claim against your insurance policy, we will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data).

In submitting an application, we may be provided with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice. To use your personal information, we will rely on one or more of the following grounds:

- **Consent:** In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as ‘special categories of personal data’.
- **Necessity to establish, exercise or defend legal claim:** If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.
- **Compliance with a legal obligation:** Where laws or regulations may require us to use your personal information in certain ways.
- **Legitimate Interests:** We will also process your personal information where this processing is in our ‘legitimate interests’. When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out analytical research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

Where else do we collect information about you?
We will receive details about you from other people or companies. For example:

- Given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker) where you have given them the permission to do so; or
- Lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.

We request those third parties to comply with data protection laws and to be transparent about any such disclosures. If you would like some further information, please contact us.

Will we share your personal information with anyone else?
We do not disclose your information outside of the RSA Group except:

- Where we need to check the information provided to us before we can offer you an insurance product (e.g. reference agencies);
- Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);
- Where we provide insurance services in partnership with other companies;
- In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;
- As required to enforce or apply this Privacy Notice, or the contract of insurance itself;
- Within our group for administrative purposes;
• As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy.
• With healthcare providers in the context of any relevant claim being made against your policy.
• If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims.
• With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.).
• With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business.

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain "transfer mechanisms" such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information please contact us.

Which decisions made about you will be automated?
Before we can offer you an insurance product or service, we may need to conduct the following activities, which involve automated (computer based) decision-making:
• Pricing and Underwriting – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.
• Credit Referencing – using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.
• Automated Claims – some small claims may qualify for automated processing, which will check the information you provide, resulting in a settlement or rejection of your claim.

The results of these automated decision-making processes may limit the products and services we can offer you. If you do not agree with the result, you have the right to request that we perform a manual reassessment using the same information that you originally provided. If you wish to do so please contact us.

For how long will we keep your information?
Your personal information will be retained under one or more of the following criteria:
• Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.
• Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent.
• Where, for a limited period of time, we are using some of your information to improve the products or services we provide.
• For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

Your information is incorrect what should you do?
If you hold a product or service with us and think that the information we hold about you is incorrect or incomplete, please contact us and we will be happy to update it for you.

What are your rights over the information that is held by RSA?
We understand that your personal information is important to you, therefore you may request the following from us to:
1 Provide you with details about the personal information we hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
2 Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
3 Request the electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
4 Request to restrict the use of your information by us, under the following circumstances [Request Ref: DSR 4]:
A) If you believe that the information we hold about you is inaccurate, or;
B) If you believe that our processing activities are unlawful and you do not want your information to be deleted.
C) Where we no longer need to use your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
D) Where you have made an objection to us (in accordance with section 5 below), pending the outcome of any assessment we make regarding your objection.
5 Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:
A) Where we believe it is in the public interest to use your information in a particular way, but you disagree.
B) Where we have told you we are using your data for our legitimate business interests and you believe we shouldn’t be (e.g. you were in the background of a promotional video but you did not agree to be in it.)

In each case under section 5 above, we will stop using your information unless we can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.
If you would like to request any of the above, please contact us and submit a written request, including the request reference (e.g. DSR 1), as this will speed up your request. To ensure that we do not disclose your personal information to someone who is not entitled to it, when you are making the request we may ask you to provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification.

All requests are free of charge, although for requests for the provision of personal information we hold about you (DSR1) we reserve the right to charge a reasonable administrative fee where we believe an excessive number of requests are being made. Wherever possible, we will respond within one month from receipt of the request, but if we don’t, we will notify you of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn’t necessarily mean we will be able to fulfill it in full on every occasion – we are sometimes bound by law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

Our Privacy Notice

If you have any queries regarding our Privacy Notice please contact us and we will be happy to discuss any query with you. Our Privacy Notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

How you can contact us about this Privacy Notice?

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer
RSA
Bouling Mill
Dean Clough Industrial Park
Halifax
HX3 5WA

You may also email us at crt.halifax@uk.rsagroup.com.

How you can lodge a complaint?

If you wish to raise a complaint on how we have handled your personal information, please send an email to crt.halifax@uk.rsagroup.com or write to us using the address provided. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with UK Data Protection laws, you may lodge a complaint to the Information Commissioner’s Office, whose contact details are:

Information Commissioner’s Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF