



**INSURANCE POLICY**

## **Contractors Combined Plus**

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

# Policy Information

We are keen to work in partnership with You and avoid any misunderstandings

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

This Policy consists of

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

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

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

Should you require a hard copy of the policy schedule or policy wording please contact your broker.

## Our Promise to You

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

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

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

## Making a Claim

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

### To make a legal expenses claim

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

### All other claims

To register a claim under any other Section You should contact **Arista claims on 0345 415 0492**.

### To make a management liability claim

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

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

## Help and Assistance

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

### Legal and Tax Helpline

**0344 472 2924**

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

### Staff Counselling Helpline

**0333 000 2082**

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

### Crisis Communication Helpline

**0344 571 7964**

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

### Redundancy Approval Helpline (under Essential Business Legal Expenses cover)

**0117 917 1698**

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

### Employment Practices Healthcheck (under Absolute Business Legal Expenses cover)

At the start of your policy, we can arrange a review of your business' employment practices to identify any possible failings. Once completed, a detailed report will be produced, showing, if necessary, areas needing improvement. For maximum convenience and cost-effectiveness to your business, the work is usually carried out either online or on the telephone. This will ensure your organisation complies with best practice now and in the future. In the event the review is completed We suggest you implement any recommendations that are essential to make your HR practices legally compliant to benefit from full cover under your policy. If you would like us to arrange this please contact [employmenthealthcheck@arag.co.uk](mailto:employmenthealthcheck@arag.co.uk)

### Business Legal Services

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

By choosing Arista, you also have free access to business support via [www.araglegal.co.uk](http://www.araglegal.co.uk). The Business Legal Services website provides the essential tools and services to prepare vital paperwork; for example, your Health & Safety Policy, up to date employment legal procedures, advice on management and recovery of debts.

Register today at [www.araglegal.co.uk](http://www.araglegal.co.uk) and enter the voucher code shown on your Policy Schedule to access the law guide and download legal documents to help with commercial legal matters. For a fee you can have your documents reviewed by a solicitor to ensure they meet your specific requirements.

## How to Complain

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

If You have a complaint arising from Your Policy please contact

The Chief Executive  
Arista  
55 Bishopsgate  
London, EC2N 3AS  
[www.Arista-Insurance.com](http://www.Arista-Insurance.com)

After this action if You are still not satisfied with the way a complaint has been dealt with Your complaint may also be referred to the Financial Ombudsman Service The address is

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

Telephone: 0800 023 4567 / 0300 123 9 123

Fax: 020 7964 1001

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

Following the complaints procedure does not affect Your rights to take legal proceedings

## Financial Services Compensation Scheme

Arista, a trading name of Geo Underwriting Services Limited, and the insurers of this Policy are covered by the Financial Services Compensation Scheme (FSCS)

If We are unable to meet Our obligations You may be entitled to compensation from the scheme depending on the type of insurance and the circumstances of the claim

Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)

## Important Information

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

### Display of Certificates

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

### Retention of Certificates

You must retain copies of Certificates of Employers Liability Insurance that have expired for at least 40 years This is because certain claims eg disease could be made many years after the disease is caused This requirement applies only to policies that were in force on 31st December 1998 or later

## Fair Processing Notice

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

### Who are we?

Arista is a trading name of Geo Underwriting Services Limited (part of the Ardonagh Group of companies). Geo Underwriting Services Limited is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we provide to you.

You can contact us for general data protection queries by email to [DataProtection@ardonagh.com](mailto:DataProtection@ardonagh.com) or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 55 Bishopsgate, London, EC2N 3AS. Please advise us of as much detail as possible to comply with your request.

For further information about the Ardonagh Group of companies please visit [www.ardonagh.com](http://www.ardonagh.com).

### What information do we collect?

We will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code) which we need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing you with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If you object to use of this information then we will be unable to offer you the product or service requested.

### How do we use your personal information?

We will use your personal information to

- assess and provide the products or services that you have requested
- communicate with you
- develop new products and services

- undertake statistical analysis

We may also take the opportunity to

- contact you about products that are closely related to those you already hold with us
- provide additional assistance or tips about these products or services
- notify you of important functionality changes to our websites

We make outbound phone calls for a variety of reasons relating to many of our products or services (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure we comply with them.

To ensure confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

### **Securing your personal information**

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats,

We store all the information you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide us may be used to update an existing record we hold for you.

### **When do we share your information?**

To help us prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

The data we collect about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on your information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share your information with anyone you have authorised to deal with us on your behalf.

**How long do we keep your information for?**

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract with us has ended.

**Your rights**

Under data protection law you have the right to change or withdraw your consent and to request details of any personal data that we hold about you.

Where we have no legitimate reason to continue to hold your information, you have the right to be forgotten.

We may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision that you are unhappy with.

Further details of your rights can be obtained by visiting the Information Commissioner's Office website at <https://ico.org.uk/>.



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# The Contract of Insurance and the Underwriters

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

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

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

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

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

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

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

Essential Business Legal Expenses Section	Brit Syndicate 2987 at Lloyd's managed by Brit Syndicates Limited (FCA Register number 204930) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and administered by ARAG plc (FCA Register No 452369) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority
Absolute Business Legal Expenses Section	
Engineering – Machinery Damage Section	HSB Engineering Insurance Limited (FCA Register No 202738) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. For details on how your information is used and your rights in relation to your information, please see our Privacy statement at <a href="https://www.munichre.com/HSBEIL">https://www.munichre.com/HSBEIL</a>
Engineering Inspection	HSB Engineering Insurance Services Limited is accredited by UKAS as a type A Inspection Authority in accordance with the recognised international standard ISO/IEC 17020. For details on how your information is used and your rights in relation to your information, please see our Privacy statement at <a href="https://www.munichre.com/HSBEIL">https://www.munichre.com/HSBEIL</a>
Management Liability Portfolio	Hiscox Insurance Company Limited (FCA Register No 113849) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

All Other Sections

Ageas Insurance Limited – (FCA Register No 202039) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Markel International Insurance Company Limited, 20 Fenchurch Street, London EC3M 3AZ – (FCA Register No 202570) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Arch Insurance Company (Europe) Limited, 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ – (FCA Register No 229887) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority



Paul Dilley  
Chief Executive Officer  
Geo Underwriting Services Limited  
On behalf of the Insurer(s)

**This Policy is a legal contract between You and Us and designed to be as easy to understand as possible You must make a fair presentation of the risk to Us at inception renewal and variation of the Policy**

**Your proposal the Schedule Your Policy and any Endorsements shall be considered one legal document It is important that You read all Your documents carefully and let Your insurance agent know immediately if the insurance does not meet Your requirements or if any information is inaccurate or incomplete If any changes are required this may result in changes to the terms and conditions of the Policy or a refusal to provide cover**

**Your obligations under the Policy**

**The Policy imposes certain obligations upon You which if not complied with may invalidate this insurance or a claim**

**Some of these obligations are expressed to be Conditions General Conditions or Conditions Precedent These are extremely important If you are in breach of any of these obligations at the time of a loss We will have no obligation to indemnify You in relation to any claim for that loss However if a Condition General Condition or Condition Precedent is intended to reduce the risk of a loss of a particular kind at a particular location or at a particular time We will not rely on the breach of that Condition General Condition or Condition Precedent to exclude limit or discharge our liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred**

**Steps to be taken if you cannot comply**

**If You are unable to comply with any Condition General Condition or Condition Precedent You should contact Us as soon as reasonably possible through Your insurance agent We will decide whether We might be prepared to agree a variation in the Policy**

**All Conditions General Conditions or Conditions Precedent remain effective unless You receive written confirmation of a variation from Us through Your insurance agent**

**You should keep a written record (including copies of letters) of any information You give Us or Your insurance agent at inception, renewal or making variation to this Policy.**

Arista is a trading name of Geo Underwriting Services Limited, Registered in England No. 4070987.  
Registered Address: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN  
Authorised and regulated by the Financial Conduct Authority. FCA Register Number 308400  
Geo Underwriting Services Limited is a coverholder for certain leading Insurers.

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

# General Definitions

Each time We use one of the words or phrases listed below it will have the same meaning wherever it appears in Your Policy unless We state otherwise A defined word or phrase will start with a capital letter each time it appears in the Policy except for headings and titles

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

## **We/Us/Our**

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

## **You/Your/Policyholder**

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

## **Business**

Activities directly connected with the Business described in the statement of fact and specified in the Schedule

## **Policy**

This Policy is made up of a number of documents These documents are the

- (a) Policy
- (b) Schedule
- (c) endorsements
- (d) notice to policyholders
- (e) Statement of Fact or proposal form

## **Condition Precedent**

Any term expressed Condition Precedent is extremely important

If You are in breach of any of these obligations at the time of a loss We will have no obligation to indemnify You in relation to any claim for that loss

However if a Condition Precedent is intended to reduce the risk of a loss of a particular kind at a particular location or at a particular time We will not rely on the breach of that Condition Precedent to exclude limit or discharge Our liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

## **Damage**

Accidental loss destruction or damage

## **Employee**

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

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

9. persons working under the Community Offenders Act 1978 the Community Offenders (Scotland) Act 1978 or similar legislation
10. at Your request outworkers or home workers employed under contracts to execute personally any work in connection with the Business

**Excess**

The first amount of each and every claim for which you shall be responsible as shown in the Schedule and where applicable as more particularly defined in the relevant sub-section of this Policy

**Injury**

Bodily injury including death illness or disease

**Limit of Liability / Limit of Indemnity**

The Limit specified in the Schedule

**Money**

Current coin bank and currency notes postal and money orders bankers' drafts cheques and giro cheques crossed warrants bills of exchange and securities for money postage revenue national insurance and holiday with pay stamps national insurance and holiday with pay cards national savings certificates war bonds premium savings bonds and franking machine impressions credit company sales vouchers luncheon vouchers trading stamps and VAT invoices

**Period of Insurance**

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

**Premises**

The part of the premises at the address or addresses specified in the Statement of Fact and in the Schedule occupied by You for the purpose of the Business

**Property**

Material property

**Schedule**

The Schedule for the time being in force showing the cover which applies

**Statement of Fact**

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

**Sum Insured**

The Sum Insured stated in the Schedule

**Vacant or Disused**

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

# General Conditions

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

## Arbitration

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

## Average

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

## Cancellation

1. You may cancel Your Policy
  - a. within 14 days of receiving Your Policy documents for the first Period of Insurance if for any reason You are dissatisfied or the Policy does not meet Your requirements
  - b. if at any time You sell the Business or sell all of the property insured shown in the Schedule or You cease trading

If You cancel the Policy We will return part of the premium proportionate to the unexpired Period of Insurance provided that no claims have been paid or outstanding during the current Period of Insurance

1. Other than when the General Condition Fraud applies  
We may cancel Your Policy
  - a. By sending You 30 days written notice to Your last known address  
  
We will return part of the premium paid proportionate to the unexpired Period of Insurance provided that
    - No claims have been paid or are outstanding or incidents reported that could give rise to a claim during the current Period of Insurance
    - We have not identified a breach of any Policy Condition
  - b. Immediately if the premium has not been paid or there has been a default under an instalment or linked credit agreement

If this Policy or the Employers Liability Section is cancelled any certificates of Employers Liability Insurance are cancelled from the same date any copies should not be displayed at Your Premises

## Choice of Law and Jurisdiction

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

## Claims Procedure

It is a Condition Precedent to Our liability under this Policy that

1. You will provide written notice to Us immediately You have knowledge of any event occurrence prosecution inquest or inquiry which may result in a claim regardless of Excess and pass to Us immediately on receipt every letter claim writ summons and process in connection with any claim
2. You will notify the police immediately of Damage caused by malicious persons or thieves
3. You will at Your expense provide Us with a written claim containing as much information as possible of the accident Damage or Injury including the amount of the claim within
  - a. 30 days of Your becoming aware of the event or occurrence

- b. 7 days in the case of Damage caused by riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious persons or such further time that We may allow
- 4. You will provide Us with all information and help We require in respect of the claim
- 5. You will pass to Us unanswered immediately all communications from third parties in relation to any event which may result in a claim under this Policy
- 6. You will not admit or repudiate liability nor offer to settle compromise make payment which may result in a claim or pay any claim under this Policy without Our written agreement
- 7. You will carry out or permit to be taken any action which may be reasonably practicable to prevent or minimise loss and/or interruption of the Business and to prevent further accident Damage or Injury
- 8. We will be entitled at any time and at Our discretion if Damage occurs which may lead to a claim to
  - a. enter or take possession of the Premises
  - b. take possession of or require to be delivered to Us Property Insured which We will deal with in a reasonable manner
  - c. take over and conduct in Your name the defence or settlement of any claim or to prosecute any claim in Your name for Your benefit and have full discretion in the conduct of any proceedings and in the settlement of any claim without incurring liability or reducing Our rights
- 9. We will not pay for loss destruction or damage or provide cover under the Legal Liabilities Section if You or anyone acting on Your behalf
  - a. do not comply with Our requirements
  - b. hinder or obstruct Us
 You are not entitled to abandon Property to Us
- 10. We will not make any payment under this Policy unless You give Us all assistance which We may reasonably require to pursue recovery of amounts We may become liable to pay under this Policy in Your name but at Our expense

#### **Change of Risk**

You must notify Us prior to or immediately if during the Period of Insurance there is any change in Your ownership of the Business or if there is any change

- 1. in or to the Business
- 2. due to the Business being wound up or carried on by a liquidator or receiver or permanently discontinued
- 3. due to its disposal or removal
- 4. in respect of which Your interest ceases except by operation of law
- 5. in respect of the risk of subsidence ground heave or landslip where any demolition construction ground works or excavation work is being carried out on any site adjoining the Premises
- 6. to the facts or matters set out in the Schedule or otherwise comprising the risk presentation made by You to Us at inception renewal or change of the Policy

which materially increases risk of loss or Damage as Insured by this Policy

Should You be in any doubt as to whether information should be presented to Us You must

- discuss it with Your insurance agent or
- disclose it to Us

Upon being notified of any such change We may at Our absolute discretion

- (i) continue to provide cover under the appropriate Section on the same terms
- (ii) restrict the cover provided by the Section
- (iii) impose additional terms
- (iv) alter the premium
- (v) cancel the Section and or the Policy



If You fail to notify Us of any such change We may at Our absolute discretion

- (i) treat the appropriate Section and the Policy as if it had come to an end as at the date of the alteration of the risk returning a proportionate amount of the premium for the unexpired Period of Insurance if We would have cancelled the Section and the Policy had We known of the increase in risk
- (ii) treat the Section and the Policy as if it had contained such terms other than relating to premium or other restrictions from the date of change in risk as We would have applied had We known of the increase in risk
- (iii) reduce proportionately the amount paid or payable on any claim the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had We known of the increase in risk

### **Contribution**

Applicable to the Legal Liabilities Section

1. If the insurance provided by these sections is also covered by another policy (or would but for the existence of these sections) We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these sections not been effected

Applicable to all other Sections insured by this Policy

2. Where any Damage or liability covered by the Policy is also covered by another policy (or would be but for the existence of this Policy) We will only pay a rateable share of the loss
3. If the other insurance is subject to a condition of average and this Policy is not this Policy will become subject to the same condition of average
4. If the Property covered by the other insurance is subject to a provision excluding proportional payment in whole or part the payment We make will be limited to the proportion of Damage as the Sum Insured bears to the value of the property

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

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

### **Discharge of Liability**

We may at any time pay

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

### **Fraud**

If You or anyone acting on Your behalf to obtain a benefit under this Policy

1. makes any false or fraudulent claim
2. makes any exaggerated claim
3. supports a claim by false or fraudulent documents devices or statements whether or not the claim is itself genuine
4. makes a claim for loss or damage which You or anyone acting on Your behalf deliberately caused

We will

- (a) refuse to pay the whole of the claim and
- (b) recover from You any sums that We have already paid in respect of the claim

We will also notify You if We will be treating the Policy as having terminated with effect from the date of any acts set out in 1-4 above

In that event You will

- have no cover under the Policy from the date of the termination and
- not be entitled to any refund of premium

### **Interest Clause**

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

### **Fair Presentation of the Risk**

We are keen to work in partnership with You and avoid any misunderstandings

1. You must make a fair presentation of the risk to Us at inception renewal and variation of the Policy

Should You be in any doubt as to whether information should be presented to Us You must

- discuss it with Your insurance agent or
- disclose it to Us

2. We may at Our absolute discretion avoid the Policy and refuse to pay any claims where any failure to make a fair presentation is
  - (a) deliberate or reckless or
  - (b) of such other nature that if You had made a fair presentation We would not have issued the Policy  
We will return the premium paid by You unless the failure to make a fair presentation is deliberate or reckless
3. If We would have issued the Policy on different terms had You made a fair presentation We will not avoid the Policy except where the failure is deliberate or reckless but We may instead at Our absolute discretion
  - (a) reduce proportionately the amount paid or payable on any claim the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had You made a fair presentation and or
  - (b) treat the Policy as if it had included such additional terms other than those requiring payment of the premium as We would have imposed had You made a fair presentation

For the purposes of this condition references to

- (i) avoiding a Policy means treating the Policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before the inception of the Policy) the renewal date (where the failure occurs at renewal of the Policy) or the date of change (where the failure occurs when the Policy is changed)
- (ii) refunds of premium should be treated as refunds of premium back to the inception date renewal date or date of change as the context requires
- (iii) issuing a Policy should be treated as the references to issuing the Policy at inception renewing or change of the Policy as the context requires
- (iv) premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition where there is more than one contract of insurance

### **Premium Payment**

We will not make any payment under this Policy unless You have paid the premium

### **Reasonable Care**

It is a Condition Precedent to Our liability under this Policy that You

1. take all reasonable care to prevent or minimise any circumstances or to cease any activity which may cause Damage accident or Injury
2. maintain the business premises machinery equipment and furnishings in a good state of repair

3. exercise care in the selection and supervision of Employees
4. comply with all relevant statutory requirements manufacturers recommendations and other regulations relating to the use inspection and safety of property and the safety of persons
5. make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require

**Reinstatement**

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

1. plans
2. documents
3. books
4. information which we require

**Sanction Limitation and Exclusion**

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

**Statement of Fact**

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

**Language**

The contractual terms conditions exclusions and other information relating to this Policy will be in the English language

**Subrogation**

Anyone making a claim under this Policy must at Our request and expense do everything We reasonably require to enforce a right or remedy or obtain relief or indemnity from other parties to which We will become entitled or subrogated because of payment for or making good accident Damage or Injury

We may require You to carry out such actions before or after We make any admission of or payment of a claim

# General Exceptions

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

This Policy does not cover

## **Nuclear Risks**

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

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

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

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

## **War Government Action and Terrorism**

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

For the purpose of this General Exception and its Liability Provisions

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

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

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

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

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

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

## Liability Provisions

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

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

## Pollution and Contamination

(This Exception does not apply to Legal Liabilities Section or Management Liability Portfolio Section)

Damage caused by or arising from pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property insured caused by

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

## Date Recognition

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

1. correctly to recognise any date as its true calendar date
2. to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
3. to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or to correctly process such data on or after any date

In respect of Contractors All Risks Section this General Exception shall not exclude subsequent Damage not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe theft or impact by any vehicle or animal

## Computer Virus and Hacking

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

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

For the purpose of this Exception

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

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

**Date Recognition Computer Equipment**

The expected cost which would have been incurred in modifying any computer data processing equipment or media microchip integrated circuit or similar devise or other equipment or system for processing storing or receiving data or any computer software so as to be able correctly to recognise save retain manipulate interpret or process any date after December 31st 1999 where such computer or other property is unable to do so at the time of any Damage insured by this Policy

**Sonic Bangs**

Loss destruction or damage or any consequential loss occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

# Legal Liabilities

## Section Definitions

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

### Asbestos

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

### Costs and Expenses

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

### Compensation

damages including interest

### Event

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

### Limit of Indemnity

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

### Offshore

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

### Product Supplied

1. Work which has been executed or completed
2. Goods or materials which have been sold supplied erected repaired altered treated installed tested serviced stored or delivered

by or through You in the course of the Business within the Territorial Limits

### Territorial Limits

1. anywhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands other than Offshore
2. elsewhere in the world (other than the United States of America or Canada or Offshore) for temporary visits by non- manual employees in connection with the Business undertaken by You or any of Your directors or Employees normally resident in (1) above
3. elsewhere in the world in respect of any Product Supplied (other than those to Your knowledge sold supplied erected repaired altered treated or installed by You in or for delivery or use in the United States of America or Canada)

## Extensions applicable to Legal Liabilities Section

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

### Additional Persons Insured

We will indemnify

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

Provided that

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

### Compensation for Court Attendance

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

### Contractual Liability and Indemnity to Principal

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

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

1. the conduct and control of claims is vested in Us
2. the Principal shall observe fulfil and be subject to the terms of this Policy so far as they apply
3. the indemnity shall not apply in respect of liquidated damages or any penalty clause
4. the indemnity granted under the Employers Liability Sub-Section shall only apply in respect of liability to any person who is an Employee of Yours
5. the indemnity shall not apply in respect of loss or damage against which You are required to effect insurance under the terms of the Joint Contracts Tribunal Standard of Building Contract 1963 Edition Clause 19 (2) (a) 1980 Edition Clause 21.2.1 or any subsequent amendments thereof or any form of contract requiring a similar indemnity
6. where indemnity is granted to any Principal We will treat each Principal and You as though a separate Policy had been issued to each of them provided that the total amount of indemnity payable to all parties shall not exceed the Limit of Indemnity of any Sub-Section of this Section

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



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

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

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

We will not indemnify You if You have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide

### **Cross Liabilities**

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

### **Pollution clean-up costs**

We will indemnify You under the Public Liability Sub-Section and Products Liability Sub-Section in respect of Pollution or Contamination occurring in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance, the Company will also indemnify the Insured against

1. the cost of any Remediation legally required or ordered by any statutory authority or regulator (acting in accordance with the terms of any Environmental Legislation) to be conducted by the Insured; and
2. liability for the cost of any Remediation conducted by any statutory authority or regulator and legally sought from the Insured by that statutory authority or regulator in accordance with the terms of any Environmental Legislation.

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

For the purposes of this extension, the following definitions shall apply

Remediation shall mean works or operations to treat, remove or dispose of Pollution and Contamination. For the avoidance of doubt, it excludes

- a. works or operations to reinstate, reintroduce or restore flora or fauna
- b. works or operations to restore natural habitats or species protected under environmental legislation

Environmental Legislation shall mean any legislation for the protection of the environment or control of Pollution and Contamination

Pollution and Contamination shall mean all pollution or contamination of water or land (but excluding any pollution or contamination of buildings or other structures)

Provided that

1. under this Extension, the Company shall indemnify the Insured only to the extent that the remediation to which the indemnified cost relates is the minimum necessarily conducted under the provisions of Environmental Legislation.
2. this Extension does not cover any costs or any liability for costs, of remediation arising out of
  - a. Pollution and Contamination occurring outside Great Britain Northern Ireland the Channel Islands or the Isle of Man
  - b. Pollution and Contamination consisting of any radioactive substances or asbestos
  - c. Pollution and Contamination caused by Products
  - d. Pollution and Contamination caused by or arising out of the ownership operation or use of any motor vehicle (whilst on any road), marine vessel or aircraft
3. this Extension does not cover any costs, or any liability for costs, of Remediation carried out on, or in order to protect, any property belonging to or in the charge or control of the insured other than premises not belonging leased rented or hired to the Insured but temporarily in the Insured's charge for the purpose of carrying out work
4. the total amount payable under this Extension shall not exceed £100,000 during any one Period of Insurance
5. this Extension does not cover any costs, or any liability for costs, to the extent they relate to
  - a. any measures to prevent the spread of any Pollution and Contamination or the removal of an immediate threat of Pollution and Contamination
  - b. the removal or disposal of any waste deposited by, or on behalf of, the Insured

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

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

1. the proceedings relate to the health safety or welfare of Employees
2. We will not indemnify You for
  - a. fines or penalties
  - b. costs and expenses insured by any other policy
  - c. proceedings consequent upon a deliberate management decision act or omission of management

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

## **Exceptions applicable to Legal Liabilities Section**

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

#### **Asbestos**

We will not provide indemnity in respect of

1. exposure to
2. inhalation of
3. fears of the consequences of exposure to or inhalation of
4. the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

Asbestos Asbestos Dust or Asbestos Containing Materials

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

**Pollution or Contamination** (applicable to Public Liability Sub-Section and Products Liability Sub-Section) We will not indemnify You in respect of Pollution or Contamination

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

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

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

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

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

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

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

#### **Vehicles**

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

## **Employers Liability Sub-Section**

### **Cover**

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

#### **Limit of Indemnity**

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

#### **Right of Recovery**

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

## Extensions to this Sub-Section

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

### Unsatisfied Court Judgments

This Sub-Section extends to include the following

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

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

### Injuries to Working Partners

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

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

## Public Liability Sub-Section

### Cover

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

1. accidental Injury to any person
2. accidental loss of or damage to Property
3. accidental nuisance or trespass obstruction loss of amenities or interference with any right of way light air or Water and occurring during the Period of Insurance within the Territorial Limits in connection with the Business

### Limit of Indemnity

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

We will also pay all Costs and Expenses payable by You

## Extensions to this Sub-Section

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

### **Bona-Fide Sub-Contractors**

We will indemnify You in respect of Your legal liability for work carried out by Bona-Fide Sub-Contractors working for You on Your behalf provided that We shall not be liable under this extension

1. unless prior to appointment You shall check that Bona-Fide Sub-Contractors hold a current Public Liability insurance with a limit of indemnity not less than that applying to this Sub-Section
2. in the event of a claim under this extension You shall provide documentary evidence of the Public Liability insurance held by the Bona-Fide Sub-Contractor at the time of his appointment to work for You

### **Contingent Motor Liability**

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

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

### **Data Protection Legislation**

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

1. a registered user in accordance with the terms of the Act or any subsequent overriding legislation
2. not in business as a computer bureau

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

The indemnity provided by this Extension shall not apply to

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

### **Defective Premises Act**

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

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

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

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

We will not provide indemnity where this Property is

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

### **Housing Grants Construction Regeneration Act 1996**

We will indemnify You against an award (or part thereof) made in respect of a construction dispute and resulting from an adjudication procedure which complies with the provisions of the Housing Grants Construction and Regeneration Act 1996

Provided that

1. indemnity shall only apply to the extent that such an award relates to loss damage or liability for which an indemnity is provided by this Sub-Section
2. any payment made by Us in respect of such an award shall be made without prejudice to any other rights We have under this Sub-Section
3. it is a Condition Precedent to any liability to make any payment under this Sub-Section by Us where there is a construction contract dispute relating to loss damage or liability for which an indemnity is or may be provided by this Sub-Section
  - a. any notice received by You from any party of intention to refer such a dispute for adjudication shall be forwarded to Us immediately upon receipt
  - b. You shall provide notice to Us of any intention by them to refer any such dispute for adjudication
  - c. You shall not accept any award made by an adjudicator to such a dispute as being final without prior agreement of Us

### **Movement of Obstructing Vehicles**

We will indemnify You in respect of Your legal liability arising from any vehicle (not owned or hired by or lent to You) being driven by You or any of Your Employees with Your permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicle owned hired by or lent to You or any of Your Employees

Provided that

1. movements are limited to vehicles parked on or obstructing Your own Premises or any site at which You are working
2. the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle
3. the vehicle causing obstruction is driven by use of the owners ignition key
4. We shall not indemnify You against
  - a. Damage to such vehicle
  - b. liability for which compulsory insurance or security is required under any legislation governing the use of the vehicle

### **Overseas Personal Liability**

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

The indemnity will not apply to legal liability

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

### **Damage to Leased or Rented Premises**

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

1. legal liability arising under agreement unless legal liability would have attached to You in the absence of such agreement
2. the first £500 in respect of any claim caused otherwise than by fire or explosion

## **Conditions**

### **Heat condition**

It is a Condition Precedent to Our liability to make payment for Damage or Fire caused by the application of heat under this Sub- Section that

1. You must ensure that in respect of use away from Your Premises of electric oxyacetylene or other welding or cutting equipment or angle grinders blow lamps blow torches flame guns or hot air guns the undernoted precautions will be complied with on each occasion
  - a. the area in which work is to be carried out is examined and combustible property within the vicinity of the work either removed or as far as practicable covered by non-combustible materials
  - b. suitable fire extinguishing appliances to be kept available for immediate use at the point of work or as near as possible and You or Your Employees and trained in their use
  - c. blow lamps blow torches and flame guns not to be lighted until required for use and extinguished immediately after use
  - d. lighted blow lamps blow torches and flame guns not to be left unattended
  - e. hot air guns to be switched off when unattended
  - f. blow lamps are filled only in the open
2. You must ensure that in respect of use away from Your Premises of vessels for heating of bitumen or bituminous compounds
  - a. Vessels are continuously attended whilst heating is taking place
  - b. Vessels are only used in the open whilst heating is taking place
  - c. If vessels are to be sited on roofs or combustible floors a sheet of metal or incombustible materials not less than 10 feet square placed under the vessel before heating takes place
  - d. A suitable fire extinguisher of 2 gallons or equivalent capacity or two 2 gallon buckets full of sand are kept available for immediate useupon completion of each period of work a thorough fire safety check to be made of the vicinity of the work The fire safety check to be undertaken at regular intervals for a period of at least one hour after completion

### **Burning of debris**

It is a Condition Precedent to Our liability to make payment in respect of this Sub-Section that You must ensure in respect of the burning of debris away from Your Premises the following precautions are taken on each occasion

1. fires to be in a cleared area and at a distance of a least nine metres from any property
2. fires not to be left unattended at any time
3. suitable fire extinguishers to be kept available for immediate use
4. fires to be extinguished at least one hour prior to leaving the site at the end of each working day

## Underground services

**It is a Condition Precedent to Our liability make payment under this Sub Section that** You must ensure that prior to any digging or excavation work You will

1. take all reasonable steps to identify the position of underground pipes cables and services including the use of any freephone facility for the location of such underground services
2. retain a written record of the measures taken to locate underground services
3. adopt a method of work which will minimise the risk of loss to all services

## Exceptions to this Sub-Section

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

We will not indemnify You against legal liability in respect of

1. Injury to any Employee
2. loss of or damage to Property belonging to You held in trust by You or in Your custody or control or which is leased let rented hired or lent to You
3. the costs of remedying any defect or alleged defect in land or premises sold or disposed of by You or for any reduction in value thereof
4. the ownership possession or use by You or on Your behalf of any mechanically propelled motor vehicles or mobile plant
  - a. which is licenced for road use
  - b. for which compulsory motor insurance or security is required
  - c. which is more specifically insured

Provided always that this exception will not apply in respect of

- i. liability arising during the act of loading or unloading any mechanically propelled motor vehicle or mobile plant or the bringing to or the taking away of a load from such vehicle
- ii. the authorised movement on Your Premises of any mechanically propelled motor vehicle or mobile plant
- iii. the use of any mechanically propelled motor vehicles or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required
5. the ownership possession or use by You or on Your behalf of any craft designed to travel through air or space hovercraft or waterborne vessels other than hand propelled watercraft
6. any advice instruction consultancy inspection certification testing treatment design formula or specification performed or provided by You or on Your behalf for a fee under a separate contract or in circumstances where a fee would normally be charged
7. the Excess shown in the Schedule in respect of each and every claim for Damage to Property and/or Use of Heat
8. liability arising out of Product Supplied after they have ceased to be in Your custody or control other than
  - a. food or drink sold or supplied for consumption by Your directors partners Employees or visitors
  - b. the disposal of furniture and office equipment originally intended solely for use by You in connection with the Business and which is no longer required for that purpose
9. any liquidated damages fine or penalty
10. punitive exemplary aggravated or restitutionary damages or any additional damages resulting from the multiplication of compensatory damages
11. work in or on any aircraft airport or aerodrome runways manoeuvring areas or aprons or those parts of aerodromes or airports to which aircraft have access
12. work on or in any railway premises watercraft blast furnaces chimney shafts collieries dams gas works mines power stations steeples towers tunnels viaducts quarries chemical works oil refineries fuel depots bridges canals docks piers wharves mainframe computers or rooms containing mainframe computers
13. work involving demolition unless part of a rebuilding contract otherwise insured by the Policy
14. work involving pile driving water diversion sub aqua work or the use of explosives



15. loss of or damage to
  - a. Property comprising the permanent or temporary works undertaken by You in the course of any contract or agreement and which is under Your control or for which You are responsible
  - b. Property which is held in trust by You or held in the custody or control of You or of any of Your Employees or any party who is carrying out work on your behalf where such Property is held for the purposes of
    - i. sales supply transport storage erection installation fitting treatment repair alteration testing or service
    - ii. work being carried out at Your normal place of business or that of the party carrying out the work for You on Your behalf
16. work where the depth of excavation exceeds 3 metres
17. loss of or damage to documents data processing media or computer systems records or loss distortion or erasure of information stored

## Products Liability Sub-Section

### Cover

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

1. accidental Injury to any person
2. accidental loss of or damage to Property
3. and occurring during the Period of Insurance within the Territorial Limits caused by any Product Supplied

### Limit of Indemnity

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

We will also pay all Costs and Expenses payable by You

## Extensions to this Sub-Section

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

### Consumer Protection Act Costs

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

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

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

## Exceptions to this Sub-Section

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

We will not indemnify You against legal liability in respect of

1. Injury to any Employee
2. loss of or damage to Property belonging to You held in trust by You or in Your custody or control or which is leased let rented hired or lent to You

3. any advice instruction consultancy inspection certification testing treatment design formula or specification provided by You or on Your behalf for a fee or in circumstance where a fee under a separate contract would normally be charged
4. loss of or damage to any Product Supplied or for the costs of recall removal repair alteration replacement or reinstatement of such Product Supplied caused by any defect therein or the unsuitability thereof for its intended purpose
5. any Product Supplied which to Your knowledge is for use in or on any aircraft missile or for aviation or aerospace purposes or for the safety or navigation of marine craft of any sort
6. any liquidated damages fine or penalty
7. punitive exemplary aggravated or restitutionary damages or any additional damages resulting from the multiplication of compensatory damages
8. any Product Supplied which is in Your custody or control
9. loss of or damage to or the cost of removing reinstating replacing or rectifying any Product Supplied under a separate previously completed contract

# Personal Accident Section

## Section Definitions

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

### **Aggregate Limit of Liability**

The aggregate amount of all benefits payable as stated in the Schedule

### **Benefit Period**

The maximum period from the date of Total Disablement for which a Disability Income benefit is payable this period commences at the end of the Deferment Period (if any)

### **Deferment Period**

The period prior to the commencement of the Benefit Period during which no benefit is payable

### **Event**

All individual losses arising out of and directly occasioned by one sudden unexpected unusual specific event occurring at an identifiable time and place as stated in the Schedule

The duration and extent of any Event shall be limited to twenty four (24) consecutive hours and within a 10 mile radius for any Event hereunder and no individual loss which occurs outside such period and/or radius shall be included in that Event

You may choose the date and time when such period of consecutive hours commences and also the specific 10 mile radius determining an Event if any Event is of greater duration than the above period You may divide that event into two or more Events provided that no two periods overlap and provided no period commences earlier than the date and time of the first recorded individual loss to You arising out of the Event

### **Hospital**

An institution which

1. has permanent full-time facilities for caring for patients overnight and
2. has facilities for the diagnosis and medical and surgical treatment of ill people by Medical Practitioners and
3. provides twenty four (24) hour nursing services supervised by Registered General Nurses or nurses with similar qualifications and
4. is not intended to be a mental institution nursing home, hospice, convalescent home or residential care home as defined under the Registered Care Homes Act 1984

### **Hospitalisation**

An overnight stay in a Hospital as an in-patient such confinement being certified as necessary by a Medical Practitioner

### **Injury**

A bodily injury resulting from an accident caused by violent external and visible means and occurring solely and directly and independently of any other cause which occurs at an identifiable time and place

### **Loss of Hearing**

Permanent total and irrecoverable loss of hearing

**Loss of Limb or Limbs**

The permanent and complete loss of or loss of use of a limb or limbs at or above the ankle or wrist

**Loss of Sight**

Permanent and total loss of Sight shall be considered as having occurred

1. in both eyes if an Employee's name is added to the Register of Blind Persons on the authority of a registered qualified ophthalmic specialist and is without hope of improvement or
2. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and is without hope of improvement

**Loss of Speech**

Permanent total and irrecoverable loss of speech

**Medical Practitioner**

Any suitably qualified medical practitioner registered by the General Medical Council in the United Kingdom (or foreign equivalent) or in respect of dental treatment only a dental practitioner who is registered with the British Dental Association (or foreign equivalent) other than

1. An Employee of the Policyholder
2. A member of the immediate family of the Employee

**Operative Time**

Occupational Accidents Only excluding Commuting whilst an Employee is engaged in their occupation with the Policyholder excluding daily travel between normal residence and normal place of work

**Permanent Total Disablement**

Total Disablement caused other than by Loss of Limb or Sight or Speech or Hearing which prevents the Employee from engaging totally in any and every occupation for a period of twelve (12) consecutive months and at the end of that period being without prospect of improvement

**Radiation**

The emission discharge dispersal release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals

**Temporary Total Disablement**

Temporary disablement which entirely prevents an Employee from engaging in their usual business or occupation

**Terrorist Activity**

An act or acts of any person or group(s) of persons committed for political religious ideological or similar purposes with the intention to influence any government and/or to put the public or any section of the public in fear Terrorist Activity can include but not be limited to the actual use of force or violence and/or the threat of such use furthermore the perpetrators of terrorist activity can either be acting alone or on behalf of or in connection with any organisation(s) or government(s)

**United Kingdom**

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

**Utilisation of Biological weapons of mass destruction**

The emission discharge dispersal release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals

### **Utilisation of Chemical weapons of mass destruction**

The emission discharge dispersal release or escape of any solid liquid or gaseous chemical compound which when suitably distributed is capable of causing incapacitating disablement or death amongst people or animals

### **Utilisation of Nuclear weapons of mass destruction**

The use of any explosive nuclear weapon or device or the emission discharge dispersal release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals

### **War**

Any activity arising out of or attempt to participate in the use of military force between nations and will include

1. Hostilities or warlike operations (whether war be declared or not)
2. Invasion civil war rebellion insurrection revolution
3. Act of an enemy foreign to the nationality of the Employee or the country in or over which the act occurs
4. Civil commotion assuming the proportions of or amounting to an uprising
5. Overthrow of the legally constituted government.
6. Military or usurped power
7. Explosions of war weapons
8. Terrorist activity
9. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the Employee whether war be declared with that state or not

## **Cover**

If an Employee sustains an Injury during the Operative Time which within 12 months results in

1. death disablement or sustaining of medical expenses
2. death or disablement solely as a result of unavoidable exposure to severe weather conditions
3. Temporary Total Disablement
4. disappearance of an Employee and if after a reasonable period of time has elapsed and all available evidence examined there is reason to presume that the death of an Employee has occurred the disappearance shall be considered to have been caused by an Injury

We will pay the You an amount equal to the sum insured stated in the Schedule

## **Section Exceptions**

We will not pay any claim directly or indirectly caused or contributed to by

1. War
2. ionising Radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
3. radioactive toxic explosion or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
4. Utilisation of Nuclear Chemical or Biological weapons of mass destruction however these may be distributed or combined
5. an Employee flying except as a passenger in an aircraft licensed to carry passengers
6. an Employee attempting to commit or committing intentional self-injury or suicide
7. any criminal or illegal act by the Policyholder or Employee
8. an Employee participating in professional sports
9. deliberate exposure to exceptional danger (other than in an attempt to save human life)
10. operational duties as a member of the Armed Forces
11. an Employee after the expiry of the Period of Insurance during which that Employee reaches age 65 years

## Conditions

The following Conditions apply to this Section and should be read in conjunction with the General Conditions applying to the whole Policy

1. If after We have made a payment to You in respect of the disappearance of an Employee and the Employee is found to be living the You shall reimburse the Us in full for all monies paid to them in respect of such disappearance
2. Any claim for Temporary Total Disablement shall be deducted from any subsequent death disablement or Permanent Total Disablement claim as a result of the same claim
3. We will not pay for more than one of the Benefits 1 - 4 in respect of the same Injury

### **Access to additional materials**

The Policyholder and/or Employee shall furnish to Underwriters or their designated representatives all information documentations medical information that Underwriters may reasonably require at all reasonable times during the term of this Policy or until resolution of all claims, whichever is later

### **Right to Medical records and Medical examination**

Following notice of a claim the Employee shall provide when requested by Us all authorisations necessary to obtain the Employee's medical records We have the right to have the Employee examined by a physician or vocational expert of their choice and at their expense when and as often as they may reasonably request

### **Interest**

No sum payable under this Policy shall carry interest

### **Limitation**

In no case shall Our liability in respect of an Employee exceed the largest sum insured stated in the Schedule  
If the aggregate amount of all sums payable under this Policy exceeds the Aggregate Limit of Liability the benefits payable to each Employee shall be proportionally reduced until the total of all benefits payable hereunder is equal to the Aggregate Limit of Liability We will not pay any claim sustained during a journey in excess of six (6) calendar months duration

# Contractors JCT 6.5.1

## Section Definitions

### Employer

any person employer firm company ministry or authority for whom You are carrying out a contract or agreement for the performance of work and shown in the Schedule and Statement of Fact issued by Us for a specific contract

### Pollution or Contamination

1. all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere
2. all loss or damage directly or indirectly caused by such Pollution or Contamination

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

### Territorial Limits

Anywhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands

### Works

The permanent works undertaken by You or on Your behalf in the performance of a specific contract for which We have issued documentation

### Cover

In the event of You entering into a contract within the Territorial Limits where you are required to effect insurance under the terms of clause 6.5.1 of the JCT Standard Form of Building Contract 2005 or any revision or substitution thereof or any clause of similar intent under any other contract conditions

We will indemnify the Employer (as though the Employer was named as the insured in the Schedule) in respect of any expense liability loss claim or proceedings which the Employer may incur or sustain by reason of damage to any material property occurring during the Period of Insurance and caused by the collapse subsidence heave vibration weakening or removal of support or lowering of ground water arising out of or in the course of by reason of the carrying out of the Works

In addition

1. We will pay costs and expenses incurred by You with Our written consent in connection with the defence investigation or settlement of any claim which may be the subject of indemnity under this Section
2. If You are specifically required to effect insurance in the terms of clause 6.5.1 of the JCT Standard Form of Building Contracts 2005 We will provide cover for such risks in accordance with this Section for a period of not exceeding 21 days from the commencement of the contract at rates and terms to be agreed

Provided that

- a. You shall notify Us as soon as You become aware of the requirements for such cover and provide full details of the contract
- b. the limit of indemnity required by the contract does not exceed £2,000,000
- c. the contract does not include any piling underpinning or
  - i. work in or on any aircraft airport or aerodrome runways manoeuvring areas or aprons or those parts of aerodromes or airports to which aircraft have access
  - ii. work on or in any railway premises watercraft blast furnaces chimney shafts collieries dams gas works mines power stations steeples towers tunnels viaducts quarries chemical works oil refineries fuel depots bridges canals docks piers wharves mainframe computers or rooms containing mainframe computers
- d. We shall not be liable for the first £500 of each and every claim or such other excess as detailed in the Schedule

### **Limit of Liability**

Our liability for all sums payable in respect of all expenses liabilities losses claims or proceedings arising from

1. any one event or all events of a series consequent on or attributable to one source or original cause
2. all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed the limit of indemnity shown in the Schedule by Us for a specific contract

### **Section Exceptions**

We will not indemnify You for

1. any expense liability loss claim or proceedings arising from damage to any work executed in connection with the Works or to any materials plant tools equipment temporary works temporary buildings or any other property brought on to the site of the Works for the purpose of the execution of the Works
2. any expense liability loss claim or proceedings arising from damage to property
  - a. due to any negligence breach of statutory duty omission or default by You or Your servants or agents or of any person employed or engaged upon or in connection with the Works or any part thereof his servants or agents or any person who may properly be on the site upon or in connection with the Works or any part thereof his servants or agents other than the Employer or any person employed engaged or authorised by him or by any local authority or statutory undertaking executing work solely in pursuance of its statutory rights or obligations
  - b. attributable to errors or omissions in the designing of the Works
  - c. which can reasonably be foreseen to be inevitable having regard to the nature of the work to be executed or the manner of its execution
  - d. which is the responsibility of the Employer to insure under Schedule 3 Option C.1 (if applicable) of the JCT Conditions of Contract
3. any liability in respect of
  - a. fines penalties or liquidated damages or
  - b. aggravated punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages
4. any expense liability loss claim or proceedings in respect of or arising from Pollution or Contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

## **Conditions**

### **Other Insurances**

We will not indemnify You for any expense liability loss claim or proceedings arising from damage to property recoverable under any other policy effected by or on behalf of or for the benefit of the Employer

### **Alterations**

If at any time anything shall occur or be done materially affecting the risk insured You shall give immediate notice to Us in writing

### **Major Variations**

Any major variation or change in plan must

1. be agreed with the structural or consulting engineer
2. be notified to Us and agreed before commencement thereof



**Claims Procedure**

Upon the happening of any damage to property belonging to the Employer or for which the Employer is responsible

1. You shall if required by Us produce or give access to such property and We shall be entitled to take possession of such property and to deal with the salvage in a reasonable manner by You shall not be entitled to abandon any property to Us whether taken possession of by Us or not
2. We may by payment or at its option by repair or reinstatement or replacement indemnify You for such damage

**Arbitration**

If any difference arises as to the amount to be paid under this Section (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions

Where any difference is by this condition to be referred to arbitration the making of an award shall be a Condition Precedent to any right of action against Us

# Contractors All Risks Section

## Section Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section

### **Contract**

Any Contract or agreement entered into by You to carry out work in the course of the Business where the estimated Maximum Contract Price does not exceed the amount stated in the Schedule

### **Contract Works**

The permanent and temporary works executed in the performance of the Contract and materials for use in connection therewith but excluding any work which involves

1. work in over or adjacent to water
2. bridges viaducts subways tunnels motorways dams and the like
3. a depth of excavation exceeding 3 metres
4. piling and underpinning

### **Estimated Original Contract Price**

The estimated valuation of the Works to be carried out or the estimated contract price at the commencement date of the Contract Works

### **Excess /Excesses**

The amount or amounts shown in this Section or stated in the Schedule which You must pay for each and every claim and You will reimburse any such amount paid by Us

### **Existing Structure**

Any Property (including fixtures fittings and contents) which prior to the commencement of any Contract forms part of any structure

### **Free Issue Materials**

Materials for incorporation in the Contract Works

1. issued free to You by or on behalf of the employer and
2. for which You are responsible under the conditions of the Contract

### **Maintenance Period**

The period indicated in the conditions of the Contract but not exceeding 12 months or as specified in the Schedule during which You are responsible for rectifying defects

### **Maximum Contract Price**

The maximum price of any Contract for which We will provide indemnity as stated in the Schedule

### **Substantial Completion**

A building shall be deemed to be substantially complete when the work remaining relates only to choice of decoration fixtures and fittings

### **Territorial Limits**

Great Britain Northern Ireland the Channel Islands and the Isle of Man

## Property Insured

The **Contract Works** while on the site of any Contract anywhere within the Territorial Limits or in transit by road rail or inland waterway thereto

**Temporary buildings** including fixtures and fittings therein for use in connection with the Contract (excluding any hired-in property) anywhere within the Territorial Limits other than on sites of contracts not insured by this Section

**Construction plant tools and equipment** for use in connection with the contract (excluding hired-in property and property described in **Contract Works Temporary Buildings and Employees' personal tools and effects** anywhere within the Territorial Limits other than on sites of contracts not insured by this Section

**Hired-in property** as otherwise described in Temporary Buildings and Constructional plant tools and equipment herein

**Employees' personal tools and effects** while on the site of contracts within the Territorial Limits

## Cover

We will indemnify You by payment for the amount of or at Our option by repair reinstatement or replacement in respect of Damage to the Property Insured occurring within the Territorial Limits in the course of the Business during the Period of Insurance

Provided that

1. such Property Insured belongs to You or is Your responsibility
2. the measure of indemnity shall be the cost of repair reinstatement or replacement by similar property less an appropriate deduction for wear and tear
3. Our maximum liability in respect of any one claim irrespective of the number of parties insured by this Policy shall not exceed
  - a. in respect of the Contract Works 125% of the Estimated Original Contract Price or the Maximum Contract Price in the Schedule including the value of Free Issue Materials and any payment or payments under any of the Section Extensions at the time of Damage
  - b. in respect of all other Property Insured the Sum Insured by each item as detailed in Schedule at the time of Damage

## Section Extensions

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

### Automatic reinstatement following claim

In the event of a claim for Damage insured by this Section the Sums Insured will be reinstated automatically in full from the date of the Damage

Provided that

1. You will comply with any reasonable recommendations We may make to prevent further Damage
2. You will pay an additional premium at a rate to be agreed on the amount of each claim from the date of the incident to the date of the Period of Insurance

### Professional fees

We will indemnify You for architects' surveyors' and consulting engineers' fees necessarily incurred in the repair reinstatement or replacement of the Property Insured consequent upon Damage thereto for which indemnity is provided by this Section (but not for preparing any claim)

Provided that the amount payable shall not exceed those authorised by the appropriate professional body

### **Debris removal**

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

1. removing debris from
2. dismantling and/or demolishing
3. shoring up propping or fencing off
4. repairing or cleaning drains sewers service mains and the like and/or dewatering
5. temporary boarding up of windows following breakage of glass

the portion or portions of the Contract Works resulting from any Damage for which indemnity is provided by this Section

But we will not indemnify You in respect of costs and expenses

- a. incurred in removing debris except from the Contract Works where Damage occurred from the area immediately adjacent thereto
- b. arising from pollution or contamination of Property not insured by this Section

The maximum We will pay in respect of any one loss under this Extension shall not exceed ten per cent of the Estimated Original Contract Price

### **Housing Grants Construction Regeneration Act 1996**

We will indemnify You against an award (or part thereof) made in respect of a construction dispute and resulting from an adjudication procedure which complies with the provisions of the Housing Grants Construction and Regeneration Act 1996

Provided that

1. indemnity shall only apply to the extent that such an award relates to loss damage or liability for which an indemnity is provided by this Sub-Section
2. any payment made by Us in respect of such an award shall be made without prejudice to any other rights We have under this Sub-Section
3. it is a Condition Precedent to any liability to make any payment under this Sub-Section by Us where there is a construction contract dispute relating to loss damage or liability for which an indemnity is or may be provided by this Sub-Section
  - a. any notice received by You from any party of intention to refer such a dispute for adjudication shall be forwarded to Us immediately upon receipt
  - b. You shall provide notice to Us of any intention by them to refer any such dispute for adjudication
  - c. You shall not accept any award made by an adjudicator to such a dispute as being final without prior agreement of Us

### **Public Authorities requirements**

We will indemnify You for such additional cost of reinstatement of the Property Insured as may be 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 the reinstatement is completed within twelve months of the occurrence of the Damage or within such further time as We may allow in writing

Provided that We shall not be liable in respect of costs for

1. requirements relating to undamaged property or undamaged portions of Property other than foundations (unless foundations are specifically excluded from the insurance)
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 regulations or requirements referred to

If Our liability under this Section is reduced by the application of any terms of this Policy Our liability under this clause will be similarly reduced

The maximum We will pay under this Extension in respect of any one Contract is the Sum Insured stated in the Schedule

**Free Issue Materials**

The Contract Works will include any Free Issue Materials provided You include their value in the contract price of any Contract and any declaration required by Us

**New Construction Plant Tools and Equipment replacement**

If any Construction Plant Tools and Equipment owned by You and valued at less than £50,000 when purchased new is less than one year old from the date of purchase and the cost of repairing any Damage (that is covered by this Policy) is more than 50% of the insured value of the Construction Plant Tools and Equipment We will replace it with a new item of the same make model and specification if one is available If one is not available we will pay you up to the market value of the vehicle We will then own the damaged item.

**Offsite storage**

We will indemnify You under Contract Works in respect of materials or goods designated for incorporation in the Works while such materials or goods are temporarily held in store away from the site of the Contract but not while such materials or goods are being worked upon in order to complete the same up to the point of their incorporation in the Works

Our liability under this Extension shall be limited to fifteen per cent of the Sum Insured of Contract Works or £100,000 at any one location the most We will pay in respect of non-ferrous metals is restricted to £50,000 (whichever is the less) at any one location

**Immobilised plant**

We will indemnify You for the cost of recovery or withdrawal of Constructional plant or equipment or Hired in property which is unintentionally immobilised provided that such recovery or withdrawal is not necessitated solely by reason of electrical or mechanical breakdown or derangement

**Plans and documents**

We will indemnify You for clerical costs necessarily incurred in re-writing redrawing or reproducing plans drawings or other Contract documents damaged within the Territorial Limits provided that Our liability shall not exceed £25,000 in respect of any one occurrence of Damage

**Principals clause**

This Section is extended to cover an principal in a like manner to You where required by the conditions of the Contract

**Speculative development (applicable to Contract Works only)**

We will indemnify You in respect of Damage to property being built or erected by You on a speculative basis

The indemnity will cease on

1. the date such property is sold or let out
- Or
2. 180 days in respect of any private dwelling house
3. 90 days for all other property

after completion of the work of building or erecting the last property on the contract site whichever is the earlier

Nothing in this extension shall be deemed to extend the insurance beyond the date of expiration or non-renewal of the Section or Policy

**Show house contents**

We will indemnify You in respect of Damage to the contents of show houses or show flats or show offices and the like on the site of the contract until sold provided that

1. cover shall cease no later than 90 days beyond the date that the last building on the site is substantially complete
2. Our liability shall not exceed £50,000 in respect of any one unit
3. during the period from 1 December to 1 March an efficient heating system shall be left on at all times or the water system drained
4. Damage caused by theft or malicious damage is restricted to that following forcible and violent entry or exit

### **Expediting expenses**

In the event of Damage to the Property Insured the cost of repair reinstatement or replacement admitted under this Section shall subject to Our consent include the additional costs of overtime weekend and shift working plant hire charges express delivery necessarily and reasonably incurred in expediting repair reinstatement or replacement of such Damage provide that Our liability shall not exceed £100,000 or 25% of the cost of the claim in respect of any one occurrence of Damage

### **Series Losses**

Where Damage of or to the Property Insured on any one contract site arises during any one period of 72 consecutive hours caused by storm tempest flood earthquake subsidence or collapse it shall be deemed to be a single event and therefore constitute one loss with regard to the application of the Excess

### **Other interests**

The interest in the Property Insured of any party entering into an agreement with You is noted in this insurance to the extent that the agreement entered into with You requires such interest to be noted and is in respect of that part of the Property Insured to which the agreement relates

### **Munitions**

Notwithstanding Exclusion 15 We will indemnify You in respect of loss or damage to the Property Insured arising from the detonation of munitions of war in or about or in the vicinity of any place where the Property Insured may be Provided that the presence of such munitions does not result from a state of war current at the time of such loss or damage

### **Continuing hire charges**

We will indemnify You against Your legal liability to pay continuing hire charges following Damage to any machinery plant tools or equipment which is

1. hired by You for use in connection with the Business and
2. insured under this Section

during the period in which such machinery plant tools or equipment cannot be used as a result of such Damage

Provided that

- a. this indemnity shall only apply in respect of hired machinery plant tools or equipment for which a valid claim has otherwise been admitted under this Section
- b. Our liability under this Extension in respect of each affected item shall not exceed an amount equal to its hire charge for 90 days
- c. Our liability during any one Period of Insurance shall not exceed the Limit of Liability shown in the Schedule for this Section
- d. We will not indemnify You for
  - i. Damage caused by or arising from Your wilful act or neglect
  - ii. continuing hire charges in respect of tower cranes or scaffolding
  - iii. continuing hire charges in respect of the first 48 hours following such Damage

### **Maintenance or Defects Liability period**

We will indemnify You for Damage to the permanent works or any part thereof occurring during any Maintenance Period or defects liability period but only in respect of Damage for which You are liable arising from a cause occurring prior to the commencement of the Maintenance Period or for Damage to work actually being undertaken during such Maintenance Period solely in connection with Your obligations under the Contract to remedy a defect or complete any snagging list and any construction plant insured under Temporary Buildings Construction plant tools and equipment hired in property Employees' personal tools and effects for use in connection therewith

### **Loss of Keys**

We will indemnify You for damage to keys of the premises at which You are undertaking work in connection with the business held in trust or in Your custody or control and shall include replacement of locks where necessary

The total Limit of Indemnity any one Event in respect of the indemnity provided by this Extension shall not exceed £1000 and is subject to a contribution by You of £50

## Conditions

The following Conditions apply to this Section and should be read in conjunction with the General Conditions applying to the whole Policy

### **Cessation of Work**

In the event of stoppage of work by You on the contract site from any cause for a period of 90 consecutive days cover in respect of the Contract Works shall be suspended unless its continuance be agreed in writing by Us

In the event of such total or partial cessation of work You shall use due diligence and do all things reasonably practicable to protect the Property Insured

### **Plant inspection**

You shall ensure that all plant and equipment requiring inspection under any Statute or Order is so inspected

### **Access**

You shall give to Us and every person authorised by Us access to the Property Insured at all reasonable times

### **Hiring out**

Under Construction plant tools and equipment and Hired-in property in the case of plant hired out by You the conditions of such hirings shall be no less onerous than the standard conditions of The Construction Plant-Hire Association unless agreed by Us

### **Joint code of practice**

You undertake to comply with the Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation dated June 1997 or any subsequent amendment thereto or revised edition thereof current at inception or subsequent renewal of the Policy hereinafter referred to as The Joint Code

This Condition shall apply to the Contract provided that the Estimated Original Contract Price is £2.5m or more and for the purpose of Paragraph 6.3 of the Joint Code if the Estimated Original Contract Price exceeds £20m it shall be deemed to be a large project

Our appointed representative shall have the right at all reasonable times to enter and inspect the contract site for the purpose of checking whether the conditions thereon in all respects comply with The Joint Code

In the event of Us becoming aware of a breach of The Joint Code We may inform the main/management contractor's construction site management of the nature of the breach specifying the remedial measures required by Us (the remedial measures) and the period within which these must be completed

Where We consider such a breach is of sufficient importance We may confirm the same by notice in writing to the Employer and the main/management contractor and the first named party forming You when this is not the Employer or main/management contractor at their respective addresses nominated by You at the inception of cover or as subsequently amended

Under the terms of this or any subsequent notice We may suspend or cancel all cover under the Policy from the date named in the notice not being a date earlier than the date named for completion of the remedial measures it being understood that upon suspension such cover shall be reinstated when We are satisfied that the remedial measures have been completed such notice shall be given by registered post recorded delivery facsimile transmission or by hand

The reference to suspension or cancellation of all cover shall apply only to the Contract specified in the notice

This clause shall not in itself be considered a Condition Precedent to liability but its inclusion shall not prejudice waive or remove Our rights under the terms of other Policy exceptions and conditions

This clause does not apply to any Public Liability Employers' Liability or JCT 21.2.1 insurance if provided by this Policy  
In the event of cancellation We may agree to return to You a pro rata proportion of the relevant part of the Policy premium

## Section Exceptions

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

We will not indemnify You in respect of

1. Damage to any part of the permanent Contract Works
  - a. For which a certificate of completion has been issued or
  - b. Which has been completed and handed over to Your employer or
  - c. Taken into useunless the Damage occurs
  - i. During the Maintenance Period but caused before the beginning of the Maintenance Period or
  - ii. While You are carrying out Your obligations under the Maintenance Period or
  - iii. Within 14 days of the issue of a certificate of completion but only to the extent You are legally liable under the conditions of the Contract
2. the Excess stated in the Schedule
3. Damage to any Property forming or which has formed part of any Existing Structure
4. Damage for which You are relieved of responsibility under any contractual agreement
5. Damage due to the use or occupancy other than as dwellings or offices of any portion of the permanent works by any owner tenant or occupier other than herein provided
6. Damage to any airborne or waterborne vessel or craft or any property therein or thereon
7. Money gold or silver articles jewellery or watches
8. Damage resulting from theft in respect of unfixated non-ferrous metals of any description unless at the time of theft either
  - a. An authorised Employee of Yours is actually on the site of the Contract Works or
  - b. Such Property is contained in a securely closed and locked hut or building
9. Damage to any mechanically propelled vehicle or plant other than any such vehicle not more specifically insured and which is
  - a. not licensed for road use and used in circumstances which do not require insurance or security under any Road Traffic Act legislation or
  - b. designed or adapted primarily for use as a tool of trade
10. Damage to any item of machinery plant tools or equipment caused by its own breakdown or explosion
11. the cost of repairing replacing or rectifying any
  - a. Property Insured which is in a defective condition due to a defect in design plan specification materials or workmanship of such Property Insured or any part thereof
  - b. other Property Insured lost or damaged to enable the repair replacement or rectification of Property Insured excluded by 9 (a) above

This exception will not apply to other Property Insured which is free of the defective condition but is damaged as a consequence thereof

Property Insured will not be considered as having suffered Damage solely by virtue of the existence of any defect in design plan specification materials or workmanship in or any part of that Property Insured

12. the cost of rectification or making good wear and tear gradual deterioration due to atmospheric conditions or otherwise rust mildew corrosion or oxidation or scratching of painted or polished surfaces
13. losses of machine attachments power tools hand tools and manually powered implements as insured under Construction Plant and Equipment Hired-in Property and Employee personal tools and effects of the Property Insured from vehicles shall not exceed £5,000 in the aggregate in any one period of insurance prior to the application of any Excess in respect of any one loss or series of losses arising from any one event involving theft or malicious damage
14. the cost of normal upkeep or normal making good
15. liquidated damages penalties for delay or non-completion or in connection with guarantees of performance or efficiency or consequential loss or damage not specifically provided for herein
16. loss of Property either by disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or is not traceable to an identifiable event
17. Damage caused by Your wilful act or wilful neglect



# Property Damage Section

## Definitions

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

### Excess/Excesses

The amount or amounts shown in Your Policy or the Schedule which We will deduct from each and every claim at each separate location and will be deducted after the application of Average

You will repay any such amount paid by Us

## Property Insured

### Buildings

1. Structures at the Premises
2. Landlords fixtures and fittings in and on the structures
3. Internal and external fixed glass sanitary ware and signs
4. Central heating systems
5. Concrete paved or asphalt forecourts yards terraces drives and footpaths
6. Walls gates and fences

### Electronic Business Machines

1. All computer equipment (including peripheral devices interconnecting wiring fixed disks telecommunications equipment computerised telephone systems electronic access equipment and electronic point of sale systems) used for the storage and communication of electronically processed data including
  - a. portable computer equipment at the Premises
  - b. facsimile or photocopying machinesbut shall not include within its meaning
  - a. computer equipment controlling manufacturing processes
  - b. computer equipment manufactured for sale or held as stock for sale unless specified in the Schedule
2. Data carrying materials
3. All current and backup computer software and programs held on hard disks or data carrying materials unless specifically described otherwise in the Schedule
4. Computer lock down plates security enclosures security cables and other similar devices

all belonging to You or held by You in trust for which You are responsible but excluding any property which is more specifically insured

### Plant Machinery Trade Fixtures

1. Machinery plant fixtures fittings and other trade equipment
2. Electronic Business Machines for an amount not exceeding £5000 unless specified separately on the schedule
3. Money and stamps including National Insurance Stamps (excluding Damage by theft or any attempt thereat) for an amount not exceeding £2,000
4. Documents manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to You of the information contained
5. Computer systems records but only for the cost of the materials and clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to You of the information contained therein up to an amount not exceeding £25,000
6. Patterns models moulds plans and designs for an amount not exceeding the cost of the labour and materials expended in reinstatement

7. Directors partners customers employees and visitors personal effects of every description (other than motor vehicles) for an amount not exceeding £500 any one person in so far as they are not otherwise insured but any cover granted under this Section 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 mobile telephones cameras money and securities of any description
  8. Wines spirits cigarettes and tobacco held for entertainment purposes for an amount not exceeding £250 in total in respect of Damage by theft or attempt thereat (if insured)
  9. To the extent that they are not otherwise insured motor vehicle chassis and their contents
- all belonging to You or held by You in trust for which You are responsible but excluding any property which is more specifically insured

#### **Construction Plant Tools and Equipment**

All constructional plant tools and equipment belonging to You or hired to You under a hire purchase or lease agreement and which is primarily designed to be used away from your Premises

#### **Stock in Trade**

Stock and materials in trade work in progress and finished goods owned by You or held by You in trust for which You are responsible

#### **Tenants Improvements**

Structural fixtures and fittings and decorations of Yours as occupier of the Premises

## **Cover**

We will indemnify You in respect of Damage to Property Insured occurring during the Period of Insurance at the Premises and caused by each of the following Contingencies as they appear in the Schedule subject to the Excess

The Sum Insured under each item other than for items solely applying to fees removal of debris rent private dwelling houses churches or buildings in course of erection is separately subject to Average

#### **Limit of Liability**

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

1. the Sum Insured on each item or
2. the total Sum Insured or
3. any other maximum amount payable or limit of liability specified in the Schedule

## **Standard Contingencies**

#### **Fire**

But we will not indemnify You for Damage

1. caused by explosion resulting from fire
2. caused by earthquake or subterranean fire
3. to that portion of any item caused by its own self ignition leakage of electricity short circuiting or over running
4. caused by
  - a. its own spontaneous fermentation or heating
  - b. its undergoing any heating process or involving the application of heat

## **Lightning**

### **Explosion**

But we will not indemnify You for Damage

1. caused by the bursting of any boiler economiser or other vessel machine or apparatus belonging to You or under Your control in which internal pressure is due to steam only
2. to any vessel machine or apparatus or its contents resulting from the explosion thereof but this shall not exclude Damage caused by explosion of any boiler or gas appliance used for domestic purposes only

**Aircraft** and /or other aerial devices and/or articles dropped therefrom

**Riot Civil Commotion** strikers locked-out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation

We will not indemnify You in respect of Damage

1. arising from the cessation of work
2. arising from confiscation or destruction or requisition by order of the Government or any public authority
3. by fire caused by strikers locked-out workers or persons taking part in labour disturbances or malicious persons

**Malicious Persons** not acting on behalf of or in connection with any political organisation but only where Standard Contingency Riot Civil Commotion is also insured by this Section

But we will not indemnify You in respect of Damage (other than by Fire or Explosion)

1. by theft
2. in respect of any Vacant or Disused Buildings

### **Earthquake and or Subterranean Fire**

**Theft** or attempted theft involving

1. entry to or exit from the Buildings at the Premises by forcible and violent means excluding any loss from any structure which is incapable of being locked
2. violence or threat of violence to You or any director partner or Employee or their families

But we will not indemnify You for

- a. theft from any garden yard or open space
- b. Property Insured in any portion of the Premises which is Vacant or Disused
- c. dishonest or fraudulent action by You Your partners directors or Employees or any person lawfully on the Premises
- d. jewellery precious metals stones or articles composed from them money works of art curiosities rare books bullion or furs except where specifically mentioned in the Schedule as being insured

### **Storm and falling trees**

But we will not indemnify You for Damage

1. attributable solely to change in the water table level
2. caused by
  - a. subsidence ground heave or landslip
  - b. inundation from the sea whether resulting from Storm Tempest or otherwise
  - c. frost
  - d. escape of water from the normal confines or any natural or artificial water course lake reservoir canal or dam
  - e. felling lopping pruning of trees
3. to fences gates and moveable Property in the open or in open sided Buildings

## **Flood**

We will not indemnify You in respect of Damage

1. caused by
  - a. storm or tempest
  - b. subsidence ground heave or landslip
  - c. frost
  - d. by escape of water from any tank apparatus or pipe
  - e. felling lopping or pruning of trees
2. attributable solely to change in the water table level
3. to fences gates and moveable Property in the open or in open sided Buildings

**Escape of Water** from any tank apparatus pipe or escape of fuel from any fixed oil heating installation

We will not indemnify You for Damage

1. caused by water discharged or leaking from an automatic sprinkler installation
2. whilst the Premises are Vacant or Disused
3. gradual emission or seepage from any fixed oil heating installation

**Impact** by any animal or road vehicle or by goods falling therefrom or collapse or breakage of television or radio receiving aerials or satellite dishes

We will not indemnify You

1. in respect of the Excess stated in the Schedule if the vehicle or animal is owned by or under the control of
  - a. You or any member of Your family
  - b. any of Your Employees
2. in respect of Damage to goods being carried

## **Sprinkler Leakage**

Accidental escape of water from any automatic sprinkler installation fitted in the Premises But we will not indemnify You in respect of Damage caused by

1. freezing whilst the Premises insofar as they are in Your ownership or tenancy is Vacant or Disused
2. explosion earthquake subterranean fire or heat caused by fire
3. repairs alterations or extensions to the buildings and/or sprinkler installations

# **Additional Contingencies**

## **Accidental Damage**

But we will not indemnify You for

1. Damage caused by or specifically excluded from any of the Standard Contingencies in this Section
2. Damage caused by or consisting of
  - a. inherent vice latent defect gradual deterioration change in water table level frost wear and tear faulty or defective design or materials
  - b. faulty or defective workmanship operational error or omission by You Your partners directors or Employees or contracted consultantsbut this shall not exclude subsequent Damage which results from a cause not otherwise excluded
3. Damage caused by or consisting of
  - 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 the action of light or atmosphere
  - c. joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith

- d. mechanical or electrical breakdown derangement or overloading in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates  
but this shall not exclude
  - i. such Damage not otherwise excluded which itself results from a Standard Contingency or any other accidental cause
  - ii. any subsequent Damage which itself results from a cause not otherwise excluded
- 4. Damage caused by or consisting of
  - a. settling shrinkage or expansion of foundations walls floors ceilings or roof settlement or bedding down of new structures or extensions subsidence ground heave or landslip
  - b. unexplained disappearance unexplained shortage inventory shortage misfiling or misplacing of information
  - c. electrical or magnetic disturbance or erasure of electronic recordings
  - d. You voluntarily parting with the title or possession of any Property or rights to Property
  - e. cessation of work
  - f. the solidification of molten material unless such Damage is directly caused by any other Standard Contingency that is insured by this Section
- 5. Damage to a Building or structure caused by its own collapse or cracking however We will indemnify You in respect of such Damage if it results from a Standard Contingency and is not otherwise excluded
- 6. Damage to
  - a. moveable property in the open by wind rain hail sleet snow flood or dust
  - b. Property Insured in transit by air or sea or inland waterway or road
- 7. Damage in respect of
  - a. Buildings or structures in course of construction or erection and materials or supplies in connection with all such construction or erection
  - b. vehicles licensed or intended to be licensed for road use including accessories thereon attached or unattached caravans trailers watercraft or aircraft
  - c. livestock growing crops or trees
  - d. jewellery precious stones or precious metals or articles composed of them bullion furs curiosities rare books or works of art
  - e. Money credit cards or securities of any description
  - f. fixed glass and sanitary ware other than as defined in Buildings
 unless specifically stated in the Schedule and the Damage is not otherwise excluded
- 8. Damage to Property resulting from its undergoing
  - a. any process of production
  - b. any process of packaging treatment testing commissioning cleaning servicing repair or any other similar process
 However We will indemnify You in respect of such Damage if it is caused by fire or explosion and is not otherwise excluded

**Subsidence** ground heave or landslip

But we will not indemnify You for Damage

- 1. to forecourts yards terraces drives footpaths walls gates fences security lighting cameras fuel tanks piping ducting cables and wires unless a building insured by this section is damaged by the same cause at the same time
- 2. arising from the settlement or movement of made-up ground or by coastal or river erosion
- 3. occurring as a result of the construction demolition alteration or structural repair of any Buildings/structures at the Premises
- 4. arising from the normal settlement or bedding down of new structures
- 5. that has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law
- 6. commencing prior to the issue of cover under this Policy

## Section Exceptions

The following exceptions apply to this Section We will not indemnify You for

1. delay loss of market loss of use or consequential loss of any kind unless cover is specified in the Schedule and the Damage is not otherwise excluded
2. any Property more specifically insured by or on behalf of You
3. Damage to working dynamos motors wires main or electrical apparatus through short circuiting overrunning or excessive pressure

## Conditions

The following conditions apply to this Section and should be read in-conjunction with the General Conditions applying to the whole Policy

### Automatic Reinstatement

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

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

### Basis of Claims Settlement

Unless stated otherwise in the Schedule the basis of settlement under this Section shall be

1. **Reinstatement** – the amount payable in respect of Buildings Electronic Business Machines Plant Machinery or Tenants Improvements shall be the cost of the reinstatement of the Damage

For this purpose "reinstatement" means

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

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

Provided that

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

5.
  - a. When We decide or are required to reinstate or replace any Property Insured You will at Your own expense provide all such plans documents books and information as may be reasonably required
  - b. We will not be obliged to reinstate Property Insured exactly but only in a satisfactory manner as circumstances allow

The maximum amount We will pay in respect of any one item is the Sum Insured

2. **Indemnity** – the amount payable in respect of Stock and or all other Property Insured shall be the value at the time of Damage or at Our option the cost of reinstatement or replacement of such Property Insured or any part of it Provided that  
If at the time of Damage the Sum Insured for the item is less than 85% of the value of the item insured then Our liability shall be limited to that proportion of the Damage which the Sum Insured bears to the value of the Property Insured

### **Change of Occupancy**

You must tell Us immediately if

1. any Building becomes Vacant or Disused
2. any Building stated in the Schedule to be Vacant or Disused or any part of it becomes occupied

### **Construction Heating and Occupation of the Buildings**

Unless otherwise stated in the Schedule the Buildings are occupied by You for the sole purpose of the Business and otherwise only as a private dwelling and are

1. mainly constructed of brick stone or concrete
2. roofed with slates tiles concrete metal or other non combustible materials
3. heated by
  - a. low pressure hot water or steam
  - b. oil fired space heaters fed from a fuel tank in the open
  - c. overhead gas or electrical appliance
  - d. gas or electric fires in offices only

### **Designation**

For the purpose of determining where necessary the item heading under which any property is insured We agree to accept the designation under which such property has been entered in Your books or business records

### **Fire Alarms and Fire Doors**

It is a Condition Precedent to Our liability to make payment for Damage by fire explosion riot civil commotion strikers locked out workers or persons taking part in labour disturbances malicious persons that You shall

1. carry out the testing and checking requirements in relation to the automatic fire alarm installation(s) referred to on any completion certificate and remedy promptly any defect disclosed and
2. carry out the maintenance procedures in relation to the automatic fire alarm installation(s) specified by the manufacturers of the equipment and
3. notify to Us immediately of any disconnection or failure of the automatic fire alarm installation likely to leave any area unprotected for more than 12 hours or more record details of all events such as alarm faults tests maintenance and disconnections and keep such details available for examination by Us or Our representatives
4. keep all fire break doors and shutters closed except during working hours and in efficient working order

## Fire Extinguishment – Automatic Sprinkler Installations

This Condition will only apply if detailed in the Schedule

It is a Condition Precedent to Our liability to make payment for Damage caused by fire explosion riot civil commotion strikers locked out workers or persons taking part in labour disturbances malicious persons that

When a discount has been allowed in consideration of an automatic sprinkler installation if You have failed to fulfil any of the following conditions the discount may be removed and an additional premium charged to You

You must

1. give Us advance notice in writing if any part of the system is to be altered repaired or rendered inoperative
2. tell Us immediately by telephone or facsimile in the event of any emergency and take precautions as advised by Us
3. allow Us to have access to the Premises at all times to inspect or witness the testing of the system

You must carry out the following tests checks or inspections at weekly intervals and promptly rectify any defects faults or shortcomings revealed by such tests checks and inspections and ensure that any such automatic sprinkler installation(s) are in full and proper operation at all times

1. a test of each installation alarm gong recording the time taken for the alarm to sound
2. an inspection to ensure that all of the following are fully opened and secured by means of a suitable strap and padlock
  - a. installation main stop valves
  - b. incoming water supply stop valves
  - c. subsidiary stop valves
3. a test to establish the condition of
  - a. the circuit between the alarm switch and the control unit
  - b. the connection with the public fire station or alarm receiving centre or public fire brigade control

Where the circuit is not continuously monitored these tests must be carried out each working day

- c. the batteries

A maintenance contract and a half yearly inspection of this signalling system must be kept in force with approved engineers

4. a check of any alternate or dry installation valves for correct air pressure and settings including accelerator exhausters air compressors ancillary valves
5. a test of the automatic and where provision has been made the manual starting of the sprinkler water supply pump(s) ensuring that any diesel driven pump(s) is allowed to run for a period of not less than 30 minutes
6. a check of the electrically driven pump(s) to ensure that all
  - a. isolators are correctly set
  - b. circuit breakers are correctly set
  - c. electrical supply phase indicators are illuminated
7. a check of all the diesel driven pump(s) engine oil level fuel tank content internal coolant circuits battery electrolyte level battery charger oil hoses water hoses oil coolers exhaust systems turbo chargers drive belt tensions and where replenishment or rectification is required this shall be carried out immediately on conclusion of the tests
8.
  - a. a check of the
    - i. air pressure tank water level
    - ii. air pressure
  - b. a test of the air and water charging equipment
9. a check of the water storage tank(s) water level the automatic refilling mechanism that incoming supply valves are correctly set that incoming supply valves are functional and that any frost precautions are in operation



You must display prominently at each storage area covered by an automatic sprinkler installation a notice of the terms agreed with Us which specifies

1. the description of goods which may be stored
2. the type of storage
3. the maximum height of storage
4. the minimum permitted clearance between goods stored and the sprinkler deflectors

You must also comply with the terms of the notice and ensure compliance by Your partners directors or Employees

### **Fire Extinguishing Appliances**

It is a Condition Precedent to Our liability to make payment under this Section for Damage by fire explosion riot civil commotion strikers locked out workers or persons taking part in labour disturbances malicious persons that

1. in kitchens and other areas used for cooking a fire blanket and a 9 litre foam 2 kilogramme carbon dioxide or 45 kilogramme dry powder extinguisher be available for immediate use
2. You will ensure that all fire extinguishing appliance(s) kept at Your Premises are to be regularly maintained under a contract and are in efficient working order

Subject to the observance of this Condition the Contents and Buildings Sections shall not be invalidated by any defect in any of the said appliances due to any circumstances unknown to You or beyond Your control

### **Intruder Alarm System**

This Condition will only apply if it is specified in the Schedule

For the purpose of this Condition only the following definitions apply

**Damage**

loss or destruction of or damage to the Property caused by fire explosion riot civil commotion strikers locked out workers or persons taking part in labour disturbances malicious persons and theft

**Intruder Alarm System**

an electrical installation to detect and indicate the presence of entry or attempted entry or exit of an intruder into Protected Premises

**Protected Premises**

the Premises or those portions of the Premises protected by the Intruder Alarm System as required by Us

**Responsible Person**

You or any person authorised by You to be responsible for the security of the Premises

**Key holder**

You or any person or key holding company authorised by You who must be available at all times to accept notification of faults or alarm signals relating to the Intruder Alarm System attend and allow access to the Premises

It is a Condition Precedent to Our liability to make payment under this Section for Damage caused by fire explosion riot civil commotion strikers locked out workers or persons taking part in labour disturbances malicious persons that

1. the Premises are protected by an Intruder Alarm System and means of communication used to transmit signals from such Intruder Alarm System designed installed and maintained as agreed by Us
2. the Protected Premises must not be left without at least one Responsible Person in attendance
  - a. unless the Intruder Alarm System is set in its entirety with all means of communication used to transmit signals in full operation
  - b. if the police have withdrawn their response to alarm calls unless We agree otherwise in writing

3. in the event of notification of any activation of the Intruder Alarm System or interruption of any of the means of communication used to transmit signals during any period that the Intruder Alarm System is set a Key holder shall attend the Premises as soon as reasonably possible in order to confirm the security of the Premises and reset the Intruder Alarm System in its entirety If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation a Key holder must remain at the Premises unless We agree otherwise in writing
4. You shall advise Us as soon as possible and in any event not later than 10.00am on Our next working day
  - a. that police attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
  - b. of notice from a local authority or Magistrate imposing any requirement for abatement of nuisance
  - c. that the Intruder Alarm System and the means of communication used to transmit signals from such installation cannot be returned to or maintained in full working order and You must comply with any of Our subsequent requirements
5. You shall not conduct or authorise any alteration or substitution of
  - a. any part of the Intruder Alarm System
  - b. the structure of the Premises or changes to the layout of the Premises which would affect the effectiveness of the Intruder Alarm System
  - c. the means of communication used to transmit signals from the Intruder Alarm System
  - d. the procedures agreed with Us for police or any other response to any activation of the Intruder Alarm System
  - e. the maintenance contract
 without Our written agreement
6. You and each Key holder must maintain secrecy of codes and security of keys and setting/ unsetting devices for the operation of the Intruder Alarm System All keys and other setting/ unsetting devices for the Intruder Alarm System must be removed from the Premises when they are left unattended
7. The Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or other such company as agreed by Us
8. You will appoint at least two Key holders and lodge written details (which must be kept up to date) with the alarm company contracted to maintain the Intruder Alarm System and with the police if they so require

### **Requirements**

If You have failed to implement the requirements set out in the Schedule within the timescales specified You will lose Your right to indemnity or payment for that claim

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

It is a Condition Precedent to Our liability to indemnify You for Fire Explosion Riot Civil Commotion strikers locked out workers or persons taking part in labour disturbances Malicious Persons Theft or attempted theft covered by this Section that

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

1. on timber final exit doors or other external timber doors and on internal doors giving access to any part of the Premises not occupied solely by You or to any adjoining premises (excluding sliding doors and fire exit doors)
  - a. if single leaf a mortice deadlock which has five or more levers and/or conforms to BS3621 specification for thief resistant locks with matching steel box striking plate
  - b. if double leaf
    - i on the first closing leaf flush or barrel bolts the latter at least 200mm (8") long or key operated locks or bolts fitted top and bottom in every case
    - ii on the second closing leaf a mortice deadlock which has five or more levers and/or conforms to BS3621 specification for thief resistant locks with matching steel box striking plate or a substantial padlocking bar and high quality close shackle padlock with minimum of five levers or high security cylinder mechanism.
  - c. if single or double leaf and also outward opening hinge bolts fitted top and bottom

2. on external aluminium or UPVC doors (excluding sliding and fire exit doors) cylinder operated mortice pivot bolt lock (similar to the Adams Rite MS1950 series locks) including anti-turn cylinder collar, and if double leaf flush bolts on the first closing leaf
3.
  - a. on steel final exit doors and all sliding final exit doors a substantial padlocking bar and high quality close shackle padlock with minimum of five levers or mortice hook bolt lock which has five or more levers and/or conforms to BS3621 specification for thief resistant locks with matching steel box striking plate
  - b. on all other steel doors and all other sliding doors (excluding sliding patio doors) substantial padlocking bar a good quality close shackle padlock with minimum of five levers or high security cylinder mechanism fitted externally or substantial padlocking bar and high quality open shackle padlock with minimum of five levers or high security cylinder mechanism fitted internally
  - c. on sliding patio doors
    - i a manufacturer's patent key-operated locking system which engages boltwork into the doorframe either at the top and bottom of the opening section of each door or into the side frame in at least three points (in the latter case all hook or shoot bolts must be mushroom headed)
    - or
    - ii two key-operated patio door locks fitted internally one at the top and one at the bottom of each opening section
4. any door officially designated as Fire Exit by the Fire Authority must be secured only by devices agreed by the Fire Officer this may be by means of a suitable lock for use in emergency escape situations and it must not be possible for the lock to be operated by breaking or removing glazing either in the door itself or in a window immediately adjacent to the door and with hinge bolts fitted top and bottom of outwards opening doors
5. on opening basement and ground floor windows and fanlights and on other opening windows fanlights and skylights which are accessible from roofs balconies canopies fire escapes or downpipes
  - a. key-operated window locks with the keys removed when in operation
  - b. or solid steel bars not less than 16mm (5/8") diameter and not more than 125mm (5") apart securely fixed to the brickwork or masonry surrounding the window
  - c. or lockable steel expanded metal window gates or weld mesh grilles
  - d. or shutters that are used to cover the whole of the window opening
6. where installed
 

all roller shutters where no other inner door is being protected including such roller shutters that contain wicket doors or equivalent a manufacturer's standard recommended locking device for that type of roller shutter

### **Security**

It is a Condition Precedent to Our liability for fire explosion riot civil commotion strikers locked out workers or persons taking part in labour disturbances malicious persons theft or attempted theft covered by this Section that

1. whenever the Premises are closed for business or left unattended all locks bolts and other security devices including any intruder alarm system(s) are put into full and effective operation
2. any keys for the Premises and/or intruder alarm system are removed from the Premises whenever the Premises are closed for business or are left unattended for any reason whatsoever
3. You maintain the secrecy codes for the operation of the Intruder Alarm System to authorised persons and no details of same are left on the Premises

### **Stock Declaration**

Where 'SDC' appears against the Sum Insured under Stock in Trade in the Schedule the following shall apply the premium for the item(s) is provisional and subject to adjustment as hereinafter provided

1. the separate value of the Property Insured under each such item shall be declared in writing by You to Us either monthly or quarterly as previously agreed and if You fail to give such a declaration then You shall be deemed to have declared the original Sum Insured by the item(s) on the declaration date

2. unless otherwise stated in the Schedule to the contrary the dates on which values are to be calculated shall be
  - a. monthly declarations - the last day of each month or
  - b. quarterly declarations – the last day of every 3 month period commencing from the beginning of the Period of Insurance

the declared values to reach Us within 30 days of the declaration date
3. if You declare a value greater than the Sum Insured We will take the Sum Insured stated in the Schedule to be the value declared
4. at the end of each Period of Insurance We will calculate the actual premium by applying the rate to the average amount declared
5. if the actual premium is more than the provisional premium paid You will pay the difference
6. if the actual premium is less than the provisional premium paid We will refund the difference but this will not exceed 33 1/3% of the first or annual premium respectively
7. the Sum Insured for each item will not be reduced by the amount of any claim however You must pay the additional premium required to reinstate the Sum Insured
8. every insurance on Stock in Trade must be similar in wording with this insurance

## Section Extensions

All the following extensions shall apply subject to all other terms conditions limits exceptions of this Policy

### Annexes

The Property Insured of

1. annexes conveniences and external hoists gangways and staircases
2. extensions communicating with any of the buildings within described
3. sub-stations

are insured under the respective items applying to the Property Insured to which such Property is attached or belongs

### Architects Surveyors Legal and Other Professional Fees

The Sum Insured under each item of Building and Machinery in the Schedule includes an amount in respect of architects' surveyors' legal and other professional fees necessarily incurred in the reinstatement of the Property Insured consequent upon Damage thereto but not for preparing any claim it being understood that the amount payable for such fees shall not exceed those authorised under the scale of charges of the respective professional bodies at the time of such Damage and that the liability for such Damage and fees shall not exceed in the aggregate the Sum Insured by each such item

### Capital Additions

We will indemnify You in respect of Damage to

1. alterations additions and or improvements to the buildings and /or machinery but no appreciation in value thereof
2. newly acquired and/or newly occupied premises provided they are not otherwise insured anywhere in Great Britain Northern Ireland the Isle of Man or the Channel Islands

Provided that

- a. at any one Premises this extension shall not exceed 10 per cent of the Sum Insured under the relevant item or £250,000 in the aggregate whichever is the less
- b. You shall advise Us
  - i. every six months in respect of any such alterations additions and improvements
  - ii. as soon as practicable of any newly acquired and or newly occupied premises

You will pay the appropriate additional premium required from inception of such additional cover and amounts declared shall be added by endorsement to the Sum Insured by the relative item whereupon these provisions shall be fully reinstated

### **Contract Sale Price**

In the event that a contract for the sale of goods (not yet delivered) is cancelled following Damage to goods by reason of conditions attaching to the contract then We will pay the contract price for the goods which have suffered Damage

Any calculation for the purpose of Average will be on the basis of the contract price for all goods sold but not delivered whether suffering Damage or not

### **Day One Basis**

Applicable only to those items showing a Declared Value (DV) as stated in the Schedule

1. You having stated in writing the Declared Value incorporated in each item to which this Extension applies the premium has been calculated accordingly  
For the purposes of this Extension Declared Value shall mean  
Your assessment of the cost of reinstatement of Buildings Electronic Business Machines Plant Machinery and Tenants Improvements arrived at in accordance with paragraph (1) of the Basis of Claims Settlement Condition at the level of costs applying at the start of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with an allowance for
  - a. the additional cost of reinstatement to comply with
    - i. European Union Legislation
    - ii. Act of Parliament
    - iii. Bye-Laws of any public authority
  - b. professional fees
  - c. debris removal costs
2. You must notify Us of the Declared Value at the start of each Period of Insurance  
If You fail to notify Us of the Declared Value at the start of any Period of Insurance We will use the last Declared Value notified to Us for the following Period of Insurance
3. Provisions (2) and (4) of the Basis of Claims Settlement Condition are restated as follows
4. If at the time of the Damage the Declared Value is less than the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of this Condition at the start of the Period of Insurance Our liability for any Damage will be limited to that proportion which the Declared Value bears to the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (1) of this Condition
5. We will not pay under this Condition
  - a. until You have incurred the cost of replacing or repairing the Property Insured
  - b. if You or someone acting on Your behalf have insured the Property Insured under another policy which does not have the same basis of reinstatement
  - c. if You do not comply with any of the provisions of this Condition

However the Sums Insured will be limited to the percentage of the Declared Values stated in the Schedule

### **Debris Removal**

The Sum Insured for each item of Property Insured under this Section includes costs and expenses necessarily incurred by You with Our consent in

1. removing debris from
2. dismantling and or demolishing
3. shoring up or propping

the portion or portions of the Property Insured by the said items following Damage

in addition the sum insured in respect of Plant Machinery Trade Fixtures includes the costs and expenses necessarily incurred in the re-erection and fixing of said items following Damage

But we will not indemnify You in respect of costs and expenses

- a. incurred in removing debris except from the Premises where Damage occurred and the area immediately adjacent thereto
- b. arising from pollution or contamination of Property not insured by this Section The maximum We will pay for costs and expenses in respect of Stock in Trade is £10,000

### **Drain Clearance**

The Sum Insured for each item under Buildings and/or Plant Machinery extends to include costs and expenses necessarily incurred by You and for which We agree to for clearing and /or cleaning drains sewers and gutters for which You are responsible and liable following Damage as insured by this Section

### **European Union and Public Authorities Clause**

Following Damage as insured by this Section to each item under Buildings and Plant Machinery We will pay the additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with any

1. European Union legislation or
2. building or other regulations under or framed in pursuance of any Act of Parliament or by-laws of any public authority (both of which are hereinafter referred to as "Regulations" in respect of the destroyed or damaged Property Insured)

This Extension does not apply to

- a. the cost incurred in complying with the Regulations
  - i. in respect of Damage occurring prior to the granting of this Section Extension
  - ii. in respect of Damage not insured by this Section
  - iii. under which notice has been served upon You prior to the happening of the Damage
  - iv. for which there is an existing requirement which has to be implemented within a given period
  - v. in respect of undamaged Property Insured or undamaged portions of Property Insured other than foundations (unless specifically excluded) of that portion of the Property Insured destroyed or damaged for any amount in excess of 15% of the total amount for which We would have been liable had the Property Insured at the Premises where Damage occurred had been wholly destroyed
- b. the additional cost that would have been required to make good the Property Insured destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Regulations not arisen
- c. the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the Property Insured or by the owner thereof by reason of compliance with Regulations

Provided that

1. the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the Damage or within such further time as We may allow (during the said 12 months) and may be carried out upon another site (if the regulations so necessitate) subject to the Our liability under this Section Extension not being thereby increased
2. if Our liability under any item of this Section apart from this Section Extension shall be reduced by the application of any of the terms conditions and Exceptions of this Section then Our liability under this Section Extension in respect of any such item shall be reduced in like proportion
3. the total amount recoverable under any item of this Section under this Section Extension shall not exceed
  - a. in respect of European Union Legislation
    - i. 15% of the Sum Insured
    - ii. where the Sum Insured by the item applies to Property Insured at more than one Premises 15% of the total amount for which We would have been liable had the Property Insured by the item at the Premises where Damage has occurred been wholly destroyed
  - b. in respect of Regulations the Sum Insured

### **Fire Brigade Damage**

We will indemnify You in respect of costs and expenses necessarily incurred in reinstating or repairing landscaped gardens and grounds following damage caused by fire brigade equipment or personnel in the course of combating fire

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

### **Fire Extinguishing Expenses**

We will indemnify You in respect of costs and expenses incurred in refilling recharging or replacing any

1. portable fire extinguishing appliances
2. local fire suppression system
3. fixed fire suppression system
4. sprinkler installation
5. sprinkler heads

As a result of Damage as insured by this Section

We will not indemnify You in respect of any costs and expenses recoverable from the maintenance company or fire service

If in relation to any claim for fire extinguishing expenses if You have failed to fulfil the following condition You will lose Your right to indemnity or payment for that claim

You must maintain all such equipment in accordance with the manufacturer's instruction which is acceptable to Us The maximum We will pay in respect of any one claim under this extension is £10,000

### **Index Linking**

Each item of Property Insured is declared to be subject to Index Linking unless otherwise specified in the Schedule and it is adjusted at monthly intervals as follows

1. in respect of Buildings Landlords Fixtures and Fittings Tenants Improvements and internal decorations in accordance with the percentage change in the General Building Cost Information Service
2. in respect of Stock in Trade Gross Profit Gross Revenue Gross Rentals Outstanding Debit Balances in accordance with the percentage change in the Producer Price Index for Home Sales of Manufactured Products
3. in respect of all other Plant Machinery Trade Fixtures other than Stock in Trade in accordance with the Durable Goods Section of the Retail Prices Index

At each renewal the premium will be adjusted to apply to the Sum Insured which then pertains and We waive all rights to additional premium arising solely out of such index adjustments prior to renewal We reserve the right to use alternative suitable indices to those mentioned at any time without prior notice if either index becomes unavailable

### **Replacement Locks**

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

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

following Theft or Attempted Theft

or

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

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

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

The maximum We will pay in respect of any one claim is £2,500

### **Loss of Metered Water**

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

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

### **Mortgagors Freeholders and Lessors**

Mortgagors freeholders and lessors shall not be prejudiced by any increase in the risk of Damage resulting from any act of negligence of any mortgagee leaseholder lessee or occupier of any Buildings insured by this Section provided such increase in risk is without their prior knowledge or authority and We are notified immediately they become aware of such increase in risk

### **Non-Invalidation**

The insurance by this Section shall not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased unknown to or beyond Your control provided that immediately You become aware thereof You shall give notice to Us and pay an additional premium if required

### **Other Interests**

The interest of parties supplying Property to You under a hiring leasing or similar agreement is noted in this insurance the nature and extent of any such interest to be disclosed in the event of Damage

### **Rent**

The insurance on rent applies only if any of the Buildings or any part thereof are unfit for occupation in consequence of Damage thereto but the amount payable shall not exceed such proportion of the Sum Insured on Rent as the period necessary for reinstatement bears to the term of Rent insured

### **Subrogation Waiver**

In the event of a claim arising under this Section We agree to waive any rights remedies or relief to which We might become entitled by subrogation against

1. any Company standing in the relationship of Parent to Subsidiary (Subsidiary to Parent) to You as defined in the Companies Acts or Companies (NI) Order as appropriate current at the time of Damage
2. any Company which is a Subsidiary of a Parent Company of which You are a subsidiary in each case within the meaning of the Companies Acts or Companies (NI) Order as appropriate current at the time of Damage

### **Theft Damage to Buildings**

We will indemnify You for the cost of repairing Damage by theft or any attempted theft to the buildings at the Premises (whether or not the buildings are insured hereunder) if You are responsible for the repairs and the Damage is not otherwise insured

### **Temporary Boarding Up**

Any cover granted under this Section in respect of Damage to fixed glass includes the reasonable costs of any necessary boarding up or temporary glazing pending the replacement of broken glass and of removing and re-fixing window fittings and other obstacles to replacement

The maximum we will pay in respect of any one claim under this Extension is £5,000

### **Temporary Removal (General)**

We will indemnify You in respect of Damage insured by this Section other than to Stock whilst temporarily removed from the Premises for cleaning renovation repair elsewhere and in transit thereto and therefrom in Great Britain Northern Ireland the Isle of Man or the Channel Islands

The maximum We will pay under this Extension is 10% of the Sum Insured for each item after the deduction of the value of any Building and Stock in Trade included within the item insured

But we will not indemnify You in respect of

1. motor vehicles and motor chassis licensed for normal road use when Damage occurs elsewhere than at the Premises
2. Property Insured elsewhere
3. Property Insured removed for more than 90 consecutive days unless We agree a longer period



**Temporary Removal – Documents and Computer Systems Records**

Where an item under this Section includes deeds and other documents (including stamps thereon) manuscripts plans and writings of every description and books (written and printed) and computer systems records We will indemnify You in respect of Damage insured by this Section to such item while temporarily removed to any premises not in Your occupation and whilst in transit thereto and therefrom all in Great Britain Northern Ireland the Isle of Man or the Channel Islands

The maximum We will pay under this Extension is 10% of the total value of the item

**Transfer of Interest**

If at the time of Damage You shall have contracted to sell Your interest in any Buildings and the purchase shall not have been but shall be thereafter completed the purchaser on completion of the purchase if and so far as the Building is not otherwise insured by or on behalf of the purchaser against such Damage shall be entitled to the benefit of this Section so far as it relates to such Damage without prejudice to Our or Your rights and liabilities under this Section up to the date of completion

**Trace and Access**

We will pay reasonable costs and expenses with Our consent in locating the source of any escape of water from any fixed domestic water services or heating installation or escape of fuel oil including subsequent repair to walls floors or ceilings

But we will not indemnify You

1. for the cost of repairs to any fixed domestic water services or heating installation
2. where Damage results solely from a change in the water table level

Our maximum liability shall under this Extension not exceed £10,000 in the aggregate during any one Period of Insurance

**Underground Services**

We will pay for Damage for which You are legally liable to underground pipes cables drains and their relevant inspection covers supplying services to and carrying waste from the Premises to the point of junction with public supply lines mains and sewers

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

**Workmen**

Workmen are allowed in or about any of the Premises for the purposes of carrying our minor alternations repairs decoration and or any maintenance without prejudice to this Policy

# Business Interruption Section

## Section Definitions

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

### **Damage**

loss of or damage to the Property used by You at the Premises for the purpose of the Business

### **Indemnity Period**

the period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence thereof

### **Turnover**

the money paid or payable to You for goods sold and delivered and for services rendered in the course of the Business at the Premises

### **Maximum Indemnity Period**

the period detailed in the Schedule

### **Maximum Limit**

the Sum Insured as stated in the Schedule for Increased Cost of Working which will apply to each and every Premises as specified in the Schedule and in the aggregate in respect of any one event unless otherwise stated

### **Gross Profit**

the amount by which

1. the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed
2. the sum of the amount of the opening stock and work in progress and the amount of the Uninsured Working

The amounts of the opening and closing stocks (including work in progress) shall be arrived at in accordance with Your usual accounting methods due provision being made for depreciation and any discounts allowed

### **Uninsured Working Expenses**

Purchases (less discounts received)

Carriage packing and freight

Discounts allowed

Bad debts

or unless otherwise stated in the Schedule

the words used in this definition will have the meaning usually attached to them in Your books and accounts

### **Gross Rentals**

the money paid or payable to You for tenancies and other charges and for services rendered in the course of the Business at the Premises

### **Gross Revenue**

the money paid or payable to You for services rendered in the course of the Business less the amount of any Uninsured Working Expenses

### **Estimated Gross Profit**

the amount declared by You to Us as representing not less than the Gross Profit which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months)

**Estimated Gross Revenue**

the amount declared by You to Us as representing not less than the Gross Revenue which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months)

**Estimated Gross Rentals**

the amount declared by You to Us as representing not less than the Gross Rentals which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months)

**Outstanding Debit Balances**

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

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

**Rate of Gross Profit**

the rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Damage

**Annual Turnover**

the Turnover during the twelve months immediately before the date of the Damage

**Standard Turnover**

the Turnover during the period in the twelve months immediately before the date of the occurrence which corresponds with the Indemnity Period

**Annual Gross Revenue**

the Gross Revenue during the twelve months immediately before the date of the Damage

**Standard Gross Revenue**


the Gross Revenue during the period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period

**Annual Gross Rentals**

the Gross Rentals during the twelve months immediately before the date of the Damage

**Standard Gross Rentals**

the Gross Rentals during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period



to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for 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 so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage

## Cover

In respect of each item in the Schedule We will indemnify You in respect of loss resulting from interruption of or interference with the Business carried on by You at the Premises in consequence of Damage occurring during the Period of Insurance caused by the operation of a Contingency covered under the Property Damage Section of the Policy unless otherwise stated in the Schedule

Provided that

1. payment shall have been made or liability admitted for the Damage under an insurance covering Your interest in the property  
or
2. payment would have been made or liability admitted for the Damage but for the operation of a provision in such insurance excluding liability for losses below a specified amount

### Limit of Liability

Our liability under this Section shall not exceed

1. 133 1/3% of the Estimated Gross Profit or Estimated Gross Revenue or Estimated Gross Rentals shown in the Schedule  
and
2. 100% of the total Sum Insured shown in the Schedule for each other item stated in the Schedule

### Basis of Settlement

The following terms of settlement apply only if the paragraph title appears in the Schedule as the Specification

#### Gross Profit/Estimated Gross Profit

The insurance under this item is limited to loss of Gross Profit due to (1) reduction in Turnover and (2) increase in cost of working and the amount payable as indemnity thereunder shall be

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 shall fall short of the Standard Turnover in consequence of the Damage
2. in respect of increase in cost of working  
the additional expenditure (subject to the provisions of the Uninsured Working Expenses) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage

Provided that

if the sum insured by the item on Gross Profit be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or at a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced

#### Gross Revenue/Estimated Gross Revenue

The insurance under this item is limited to (1) loss of Gross Revenue and (2) increase in cost of working and the amount payable as indemnity thereunder shall be

1. in respect of loss of Gross Revenue  
the amount by which the Gross Revenue during the Indemnity Period shall fall short of the Standard Gross Revenue in consequence of the Damage
2. in respect of increase in cost of working  
the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the amount of the reduction in Gross Revenue thereby avoided

less any sum saved during the Indemnity Period in respect of such of the charges and expenses of the Business payable out of Gross Revenue as may cease or be reduced in consequence of the Damage

If the sum insured by the item on Gross Revenue be less than the Annual Gross Revenue (or at a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced

#### **Gross Rentals/Estimated Gross Rentals**

The insurance under this item is limited to (1) loss of Gross Rentals and (2) increase in cost of working and the amount payable as indemnity thereunder shall be

1. in respect of the loss of Gross Rentals  
the amount by which the Gross Rentals during the Indemnity Period shall fall short of the Standard Gross Rentals in consequence of the Damage
2. in respect of increase of cost of working  
the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Gross Rentals which but for the expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the amount of the reduction in Gross Rentals thereby avoided

less any sum saved during the Indemnity Period in respect of such of the expenses and charges payable out of Gross Rentals as may cease or be reduced in consequence of the Damage

If the sum insured by the item on Gross Rentals be less than the Annual Gross Rentals (or at a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced

#### **Book Debts**

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

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

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

We will not indemnify You as a result of

1. erasure or distortion of information on computer systems or other records
2. deliberate falsification of business records
3. mislaying or misfiling of tapes and records
4. the deliberate act of the public supply undertaking in restricting or withholding electricity supply
5. wear and tear and gradual deterioration vermin rust damp or mildew
6. dishonest or fraudulent acts by any of Your employees

#### **Outstanding Debit Balances**

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

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

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

### **Increased Cost of Working**

We will pay Your additional expenditure which has been reasonably and necessarily incurred as a result of Damage to continue the Business during the Indemnity Period

The maximum amount We will pay will not exceed 50% of the Maximum Limit during the first three months of the Indemnity Period and then pro rata for the balance unless specified otherwise in the Schedule

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

We will pay in respect of additional cost of working the additional expenditure incurred due to the Damage to maintain the Business during the Indemnity Period which exceeds the amount recoverable in respect of increase in the cost of working insured by the Specification of this Section

The maximum We will pay is the Sum Insured stated in the Schedule

## **Conditions**

The following conditions apply to this Section and should be read in-conjunction with the General Conditions applying to the whole Policy

### **Accumulated Stocks**

**The following condition is only applicable to items on a Gross Profit/Estimated Gross Profit Basis of Settlement**

In adjusting any loss account shall be taken and an equitable allowance made if any reduction in Turnover (where applicable) due to the Damage is postponed by reason of the Turnover being temporarily maintained from accumulated stocks of raw materials, work in progress or finished goods, at the Premises or elsewhere.

### **Alternative Trading**

If during the Indemnity Period goods shall be sold accommodation provided or services shall be 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 accommodation or services shall be brought into account in arriving at the Turnover Gross Revenue Gross Profit or Gross Rentals during the Indemnity Period

### **Automatic Reinstatement**

The Sums Insured stated in the Schedule will not be reduced by the amount of any claim unless We or You give written notice to the contrary

However You must pay the additional premium required to reinstate the Sum Insured

### **Current Cost Accounting**

For the purpose of these Section Definitions any adjustment implemented in current cost accounting shall be disregarded

### **Premium Adjustment**

The following provisions apply separately to each item on Estimated Gross Profit or Estimated Gross Revenue

1. Where the premium paid is not on a provisional basis it may be adjusted at the end of the Period of Insurance We will allow a pro rata return of premium not exceeding 25% of the premium paid if the premium calculated at the appropriate rate on the actual Gross Profit or actual Gross Revenue earned during the financial year most nearly concurrent with the Period of Insurance as reported by Your auditors is less than the premium paid  
If any Damage shall have occurred giving rise to a claim for loss of Gross Profit or Gross Revenue the above mentioned declaration shall be increased by Us for the purpose of premium adjustment by the amount by which the Gross Profit or Gross Revenue was reduced during the financial year solely in consequence of the Damage
2. Where a provisional premium is paid at the commencement of each Period of Insurance You shall declare to Us within six months of the expiry of each period the actual Gross Profit or actual Gross Revenue earned during the financial year most nearly concurrent with the Period of Insurance as reported by Your auditors

The premium will be calculated at the appropriate rate on the declaration and the premium paid will be adjusted as stated below provided that

if any Damage shall have occurred giving rise to a claim for loss of Gross Profit or Gross Revenue the above mentioned declaration shall be increased by Us for the purpose of premium adjustment by the amount by which the Gross Profit or Gross Revenue was reduced during the financial year solely in consequence of the Damage

- a. in respect of Limit of Liability (1) in this Section if the premium calculated is
  - i. less than the premium paid We will repay the difference to You
  - ii. greater than the premium paid You shall pay the difference
- b. in respect of Limit of Liability (2) in this Section if the premium calculated is
  - i. less than the premium paid We will repay the difference to You but not exceeding the difference between the premium paid and the premium payable on 50% of the Sum Insured
  - ii. greater than the premium paid You shall pay the difference not exceeding the difference between the premium paid and the premium payable on the full Sum Insured

In the event that no declaration is received within six months of the expiry of the Period of Insurance the Sum Insured will be deemed to be the declaration and the additional premium due will become payable

### **Excess**

We will deduct the amount of the excess stated in the Schedule in respect of each and every claim as calculated after the application of all other terms of this Section

### **Departmental Clause**

If you conduct the Business in departments and independent trading results are obtainable the Basis of Settlement of the Gross Profit Gross Revenue or Gross Rentals will apply separately to each department affected by the Damage

If the insurance is not on a declaration linked basis if the Sum Insured by such item is less than the total of all the sums produced by applying the Rate of Gross Profit Gross Revenue or Gross Rentals for each department of the Business (affected by the Damage or not) to its relative Annual Turnover (proportionately increased where the Maximum Indemnity Period exceeds 12 months) You will be Your own insurer for the difference and bear a rateable share of the loss

### **New Business**

For the purposes of any claims arising from Damage occurring before the completion of the first years trading of the Business such loss will be ascertained by applying the Gross Profit or Gross Revenue or Gross Rentals earned during the period between the commencement of the Business and the date of the Damage to the amount by which the Gross Profit or Gross Revenue or Gross Rentals during the period of interruption or interference will have fallen short of the proportional equivalent for that period of the Gross Profit or Gross Revenue or Gross Rentals realised during the period between the commencement of the Business and the date of such Damage

### **Payments on Accounts**

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

### **Professional Accountants**

We will pay Your auditors and professional accountants reasonable charges for

1. producing information We require for investigating any claim and
2. confirming the information is in accordance with Your business books

The maximum We will pay for any claim including auditors and professional accountants charges is the Sum Insured

### **Subrogation Waiver Clause**

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

1. any company whose relationship to You is either a parent to subsidiary or subsidiary to parent
2. any company which is a subsidiary of a parent company of which You are Yourself a subsidiary

as defined in or within the meaning of the relevant Companies Act or Companies (NI) Order current at the time of the Damage

### **Value Added Tax**

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

## **Section Extensions**

The following extensions shall apply subject to all other terms conditions limits exceptions of this Policy where specified in the Schedule

We will indemnify You in respect of interruption of or interference with the Business in consequence of Damage during the Period of Insurance caused by the operation of a Contingency covered under the Property Damage Section of the Policy unless otherwise stated in the Schedule to

1. the under noted premises or situations  
or
2. to the under noted property

Our liability under each extension for any one occurrence will not exceed

- a. the amount  
or
- b. the percentage of the Sum Insured (or 133 1/3% of the Estimated Amount)

stated in the Schedule as the Limit

### **Specified Suppliers**

to property at the premises of Your suppliers as named in the Schedule

### **Unspecified Suppliers**

to property at the premises of any of Your suppliers within Great Britain Northern Ireland the Channel Islands or the Isle of Man but excluding the premises of any supply undertaking from which You obtain gas water electricity or telecommunications services

### **Supplier of Suppliers**

to property at the premises of Your supplier suppliers within Great Britain Northern Ireland the Channel Islands or the Isle of Man but excluding the premises of any supply undertaking from which You obtain gas water electricity or telecommunications services

### **Specified Customers**

to property at the premises of Your customers as stated in the Schedule

### **Unspecified Customers**

to property at the premises of any of Your customers with Great Britain Northern Ireland the Channel Islands or the Isle of Man



**Public Utilities – Electricity**

to property at the premises of any generating station or sub-station of Your electricity supplier in Great Britain Northern Ireland the Channel Islands or the Isle of Man

**Public Utilities - Gas**

to property at the premises of Your gas supplier and any natural gas producer directly linked to Your gas supplier in Great Britain Northern Ireland the Channel Islands or the Isle of Man

**Public Utilities - Water**

to property at the premises of any water works or pumping station of Your water supplier in Great Britain Northern Ireland the Channel Islands or the Isle of Man

**Public Utilities - Telecommunications**

to property at any land based premises of Your Telecommunications supplier in Great Britain Northern Ireland the Channel Islands or the Isle of Man

**Prevention of Access**

to property in the vicinity of the Premises which hinders or prevents access to the Premises

**Property Stored**

to Your property whilst stored in any premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man

We will not indemnify You in respect of property stored in any premises You partially or fully occupy

**Patterns**

to Your patterns models jigs moulds ties tools templates drawings and designs including those for which You are responsible while at any premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man of any machine makers engineers founders or other metal workers

We will not indemnify You in respect of Damage at any premises You partially or fully occupy

**Transit**

To Your property while in transit by road rail or inland waterway all in Great Britain Northern Ireland the Channel Islands or the Isle of Man

**Motor Vehicles**

to motor vehicles belonging to You anywhere in within Great Britain Northern Ireland the Channel Islands or the Isle of Man but not in any premises that You occupy

**Contract Sites**

to any situation within Great Britain Northern Ireland the Channel Islands or the Isle of Man where You are carrying out a contract

**Exhibition Sites**

to any situation within Great Britain Northern Ireland the Channel Islands or the Isle of Man where You are exhibiting goods

## Additional Contingencies

The following Additional Contingencies only apply to this Section if they are stated in the Schedule

### Action by the Police Authority

We will indemnify You in respect of loss resulting from interruption or interference with the Business as a result of prevention of access to the Premises by the Police Authority due to a danger or disturbance in the vicinity of the Premises

However We will not indemnify You for any interruption or interference lasting less than 12 hours

The maximum We will pay under this Additional Contingency is £50,000 or 10% of the Sum Insured shown under the Specification in the Schedule whichever is the lower in respect of the total of all losses occurring during the Period of Insurance unless otherwise stated in the Schedule

The provisions of any Automatic Reinstatement Condition do not apply in respect of this Additional Contingency

### Full Failure of Utilities – Electricity

We will indemnify You in respect of loss resulting from interruption or interference with the Business as a result of accidental failure of Your supply of electricity at the terminal ends of Your suppliers feed to the Premises

We will not indemnify You in respect of accidental failure

1. caused by the deliberate act of any supply authority
2. caused by the exercise of any supply authority's power to withdraw or restrict supply or services
3. caused by industrial action
4. other than in Great Britain Northern Ireland the Channel Islands or the Isle of Man
5. lasting less than 4 consecutive hours

The maximum We will pay for any one claim will not exceed the limit stated in the Schedule

### Full Failure of Utilities – Water

We will indemnify You in respect of loss resulting from interruption or interference with the Business as a result of accidental failure of Your supply of water at the terminal ends of Your suppliers feed to the Premises

We will not indemnify You in respect of accidental failure

1. caused by the deliberate act of any supply authority
2. caused by the exercise of any supply authority's power to withdraw or restrict supply or services
3. caused by industrial action
4. caused by drought or other weather conditions unless equipment has been damaged
5. other than in Great Britain Northern Ireland the Channel Islands or the Isle of Man
6. lasting less than 4 consecutive hours

The maximum We will pay for any one claim will not exceed the limit stated in the Schedule

### Full Failure of Utilities - Gas

We will indemnify You in respect of loss resulting from interruption or interference with the Business as a result of accidental failure of Your supply of gas at the terminal ends of Your suppliers feed to the Premises

We will not indemnify You in respect of accidental failure

1. caused by the deliberate act of any supply authority
2. caused by the exercise of any supply authority's power to withdraw or restrict supply or services
3. caused by industrial action
4. other than in Great Britain Northern Ireland the Channel Islands or the Isle of Man
5. lasting less than 4 consecutive hours

The maximum We will pay for any one claim will not exceed the limit stated in the Schedule

**Telecommunications**

We will indemnify You in respect of loss resulting from interruption or interference with the Business as a result of accidental failure of the telecommunications services at the incoming line terminals or receivers at the Premises

We will not indemnify You in respect of accidental failure

1. caused by the deliberate act of any supply authority
2. caused by the exercise of any supply authority's power to withdraw or restrict supply or services
3. caused by industrial action
4. caused by atmospheric or weather conditions but this will not exclude accidental failure due to Damage caused by such conditions
5. caused by failure of any satellite
6. other than in Great Britain Northern Ireland the Channel Islands or the Isle of Man
7. lasting less than 24 consecutive hours

The maximum We will pay for any one claim will not exceed the limit stated in the Schedule

# Money and Personal Accident Assault Section

## Section Definitions

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

### **Bodily Injury**

Bodily Injury by violent and visible means

### **Business Hours**

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

### **Loss of Limb**

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

### **Non-Negotiable Money**

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

### **Person Insured**

You or any of Your partners directors or Employees and in respect of cover (b) Assault aged not less than 16 year old and not more than 75 years

## Cover (a) Money

We will indemnify You in respect of loss of Money by any cause occurring at the Premises in transit or at the private residences of any Person Insured anywhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands during the Period of Insurance

### **Limit of Liability**

Our liability under this Section shall not exceed the limits stated in the Schedule or limit specified in any Extension to this Section

## Section Extensions applicable to Cover (a) Money Only

The following Section Extensions shall apply to Cover (a) Money subject to all other terms conditions limits and exceptions of this Policy

We will indemnify You for loss or destruction of or damage to

1. any cases bags containers belts or waistcoats owned by You or for which You are responsible being used for carrying Money resulting from theft or attempted theft of Money up to a limit of £1,000 any one occurrence
2. clothing and personal effects belonging to You or any Person Insured resulting from theft or attempted theft of Money up to a limit of £500 any one person
3. Safes and Strong rooms resulting from theft or attempted theft of money up to a limit of £10,000 any one occurrence

We will indemnify You in respect of the cost of changing locks or lock mechanisms on doors windows safes and strong rooms at the Premises to maintain security following theft of keys from the Premises or from Your home or the home of any Person Insured up to a limit of £1,000 any one occurrence

## Section Exceptions applicable to Cover (a) Money Only

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

1. arising from fraud or dishonesty of any director partner or Employee unless discovered and reported to the Police and Us in writing within 7 days after the event
2. resulting from use of any form of payment which proves to be counterfeit false invalid uncollectable irrecoverable for any reason
3. where a more specific insurance is in force except for any excess beyond the amount recoverable thereunder
4. due to errors or omissions
5. from unattended vehicles being any vehicle with no person in charge or keeping the vehicle under observation and able to observe or prevent any attempt by any person to interfere with the vehicle
6. outside Great Britain Northern Ireland the Channel Islands and the Isle of Man
7. resulting directly or indirectly from forgery fraudulent alteration or substitution fraudulent use of a computer or electronic transfer
8. from any gaming machine vending machine or automated teller machine or cash dispensing machine unless specifically stated in the Schedule

## Conditions

It is a Condition Precedent to Our liability to make any payment under this Section Cover (a) Money that

### Accompaniment Limits

The following are Conditions Precedent to Our liability to indemnify You in relation to any claim for Loss of Money in transit If You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim

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

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

The maximum amount we will pay in respect of any item insured under this Section is the limit stated in the Schedule

### Records and Key Security

We will not indemnify You unless

1. a complete record of all Money held by You is kept in a secure place other than in any safe or other receptacle containing Money
2. safe keys are removed from the Premises outside Business Hours
3. all security devices to protect the Premises are properly fitted and put into full operation outside Business Hours

### Adjustment to Premium

The premium having been calculated in whole or in part on estimates provided by You and stated in Schedule

1. within one month after the expiry of each Period of Insurance You will provide Us with an accurate declaration so that the premium for that Period of Insurance can be calculated and the difference paid or allowed to You subject to any minimum premium We may require being retained by Us
2. should You fail to supply such a declaration as described in (1) above We will be entitled to charge an additional premium in respect of that Period of Insurance

### **Theft Protections**

The following are Conditions Precedent to Our liability to make payment to in relation to any claim for loss of Money at the Premises outside Business Hours

all fastenings and protections on the Premises at the commencement of this Policy and all additional fastening and protections which have been stipulated by Us shall be maintained in full and effective working order during the Period of Insurance and put into full and effective operation outside Business Hours

The following additional conditions apply to Cover (a) Money only if they are specified in the Schedule and should also be read in conjunction with the General Conditions applying to the whole Policy

### **Intruder Alarm System**

For the purpose of this Condition only the following definitions apply

#### **Intruder Alarm System**

an electrical installation to detect and indicate the presence entry or attempted entry or exit of an intruder into Protected Premises

#### **Protected Premises**

the Premises or those portions of the Premises protected by the Intruder Alarm System as required by Us

#### **Responsible Person**

You or any person authorised by You to be responsible for the security of the Premises

#### **Key holder**

You or any person or key holding company authorised by You who must be available at all times to accept notification of faults or alarm signals relating to the Intruder Alarm System attend and allow access to the Premises

If in relation to any claim for loss or damage caused by theft or attempted theft involving entry to or exit from the Premises by forcible and violent means You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim

You must ensure that whenever the Premises are unattended

1. the Premises are protected by an Intruder Alarm System and means of communication used to transmit signals from such Intruder Alarm System designed installed and maintained as agreed by Us
2. the Protected Premises must not be left without at least one Responsible Person in attendance
  - a. unless the Intruder Alarm System is set in its entirety with all means of communication used to transmit signals in full operation
  - b. if the police have withdrawn their response to alarm calls unless We agree otherwise in writing
3. in the event of notification of any activation of the Intruder Alarm System or interruption of any of the means of communication used to transmit signals during any period that the Intruder Alarm System is set a Key holder shall attend the Premises as soon as reasonably possible in order to confirm the security of the Premises and reset the Intruder Alarm System in its entirety If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation a Key holder must remain at the Premises unless We agree otherwise in writing
4. You shall advise Us as soon as possible and in any event not later than 10.00am on Our next working day
  - a. that police attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed

- b. of notice from a local authority or magistrate imposing any requirement for abatement of nuisance that the Intruder Alarm System and the means of communication used to transmit signals from such installation cannot be returned to or maintained in full working order and You must comply with any of Our subsequent requirements
- 5. You shall not conduct or authorise any alteration or substitution of
  - a. any part of the Intruder Alarm System
  - b. the structure of the Premises or changes to the layout of the Premises which would affect the effectiveness of the Intruder Alarm System
  - c. the means of communication used to transmit signals from the Intruder Alarm System
  - d. the procedures agreed with Us for police or any other response to any activation of the Intruder Alarm System
  - e. the maintenance contract without Our written agreement
- 6. You and each Key holder must maintain secrecy of codes and security of keys and setting/ unsetting devices for the operation of the Intruder Alarm System All keys and other setting/ unsetting devices for the Intruder Alarm System must be removed from the Premises when they are left unattended
- 7. The Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or other such company as agreed by Us
- 8. You will appoint at least two Key holders and lodge written details (which must be kept up to date) with the alarm company contracted to maintain the Intruder Alarm System and with the police if they so require

### **Requirements**

If in relation to any claim You have failed to implement the Requirements as required by Us within the timescales specified You will lose Your right to indemnity or payment for that claim

### **Contingent Security Company Cover**

We will indemnify You in respect of loss of Money in the custody of any security company You have an agreement with if You are unable to recover the Money from the security company

If in relation to any claim in respect of loss of Money in the custody or control of any security company You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim

You must

- 1. provide Us with a copy of the agreement between You and the security company
- 2. obtain Our written agreement before any changes are made to the agreement
- 3. comply with the terms of the agreement

## **Cover (b) Assault**

We will pay compensation as detailed in the Schedule in respect of any Bodily Injury sustained by any Person Insured in the course of the Business caused solely and directly by violence occurring during theft or attempted theft of Money and which directly and independently of any other cause results in any of the Contingencies detailed below

### **Contingencies**

- 1. death (which shall not be presumed by disappearance of the Person Insured) occurring within 24 months of Bodily Injury
- 2. disablement occurring within 24 months of Bodily Injury being
  - a. total and permanent loss of all sight in one or both eyes or
  - b. total Loss of Limb
- 3. permanent total disablement which after 24 months of Bodily Injury prevents the Person Insured from pursuing any occupation

4. total disablement which within 24 months of Bodily Injury prevents the Person Insured from pursuing their normal occupation
5. partial disablement which within 24 months of Bodily Injury prevents the Person Insured from pursuing a substantial and essential part of their normal occupation
6. Incurred medical expenses

## Clauses

### Amounts payable

1. We will pay
  - a. weekly compensation at 4 weekly intervals
  - b. compensation under Contingencies 4 and 5 for a maximum of 2 years from the date that the disablement started
2. weekly benefit being paid for the same Bodily Injury will end if We pay compensation under Contingencies 1-3
3. insurance will end for the Person Insured if We pay compensation under Contingencies 1-3
4. reimbursement up to a sum of £500 in respect of Contingency 6

## Conditions applicable to (b) Assault

1. In the event of death We shall be entitled to have a post mortem at Our own expense
2. In the event of any Bodily Injury the Person Insured must immediately place himself/herself under the care of a qualified medical practitioner and act upon such medical and/or surgical advice as is given as soon as reasonably practicable
3. In the event of any Bodily Injury the Person Insured must as often as may be required submit to medical examination at Our expense
4. The amount payable under Contingencies 4 and 5 shall be payable when the total amount has been agreed or at Your request at intervals of not less than four weeks (but not in advance) commencing four weeks after We have received written notice of any Bodily Injury

## Section Exceptions applicable to (b) Assault

We will not be liable under Cover (b) Assault in respect of any death or disablement attributable to contributed to or accelerated by pregnancy or any pre-existing physical or mental condition



# Goods in Transit Section

## Section Definitions

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

### **Damage**

Loss or destruction of or damage to the Property Insured

### **Property Insured**

General merchandise connected with the Business belonging to You or for which You have accepted responsibility

### **Clothing and Personal Effects**

Personal possessions of Your or Your drivers' worn or carried during transit excluding cash bank notes credit cards watches and jewellery

### **Excess**

The amount or amounts shown in Your Policy or the Schedule which We will deduct from each and every claim at each separate location and will be deducted after the application of Average

### **Overnight**

Means from 21.00 hours or whenever the Vehicle or trailer was last occupied (whichever is the earlier) to 06.00 hours or until the Vehicle is first used whichever is the later

### **Vehicle**

Any motor vehicle and/or trailer and/or container which You own or operate in connection with the Business

### **Tools**

Tools tool kits or test equipment which You own or are hired by You or used by You in connection with the Business and for which You are responsible

## Cover

We will indemnify You in respect of Damage to Property Insured occurring during the Period of Insurance whilst being carried by the means of transit as detailed in the Schedule anywhere within or between Great Britain Northern Ireland the Isle of Man and the Channel Islands including whilst

1. loading and unloading
2. temporarily stored in or on a Vehicle during transit
3. conveyed on recognised "roll-on roll-off" vehicle ferries providing no unloading or reloading of the vehicle is involved

### **Limit of Liability**

Our liability under this Section shall not exceed the limits stated in the Schedule or limit specified in any Extension to this Section

## Section Extensions

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

### Additional Expenses

We will indemnify You for costs and expenses reasonably incurred by You with Our consent

1. in transferring the Property Insured to any other vehicle or trailer or delivering such property to its original destination or returning to its place of dispatch consequent upon collision or overturning of the conveying vehicle or trailer
2. the reloading of Property Insured to the conveying vehicle or trailer following accidental discharge
3. the removal of debris and site clearance following Damage to Property Insured up to a limit of £5,000 or the amount as stated in the Schedule

### Clothing and Personal Effects

We will indemnify You for Damage to Clothing and Personal Effects caused by or following an accident to any Vehicle up to a limit of £500 any one claim or the limit as stated in the Schedule

### Property on Approval with Customers

We will indemnify You against Damage to Property Insured whilst

1. in transit to or from Your customers premises on approval
2. on approval at the customer's premises anywhere in Great Britain Northern Ireland the Channel Islands and the Isle of Man excluding Damage when in use

up to a limit of £10,000 in respect of any one claim

### Property on Demonstration

We will indemnify You against Damage to Property Insured whilst

1. in transit to or from any premises for the purpose of demonstration
2. at the premises where the demonstration takes place within Great Britain Northern Ireland the Channel Islands the Isle of Man excluding Damage caused during the demonstration itself

up to a limit of £10,000 in respect of any one claim

### Tarpaulins Sheets Ropes

We will indemnify You for Damage to sheets ropes chains tarpaulins toggles or packing materials owned by You or for which You are responsible while carried on any Vehicle

We will replace such tarpaulins as new if such tarpaulins were not more than one year old at the time of Damage

### Tools

We will indemnify You for Damage to Tools

1. in or on any Vehicle
2. whilst temporarily stored on any Vehicle during transit

up to a limit of £500 any one claim or the amount as stated in the Schedule

### Travellers Samples

We will indemnify You against Damage to travellers samples

1. in or on any Vehicle
2. whilst they are temporarily removed from any Vehicle and kept in any stockroom hotel or private dwelling house provided that they remain in the custody or control of You or Your Employee partner or director

up to a limit of £2,500 any one claim or the amount as stated in the Schedule

## Section Exceptions

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

We will not provide an indemnity in respect of

1. Damage caused by
  - a. defective or inadequate packing insulation or labelling delay inadequate documentation disappearance or unexplained or inventory shortage
  - b. evaporation or ordinary leakage
  - c. vermin insects wear tear inherent vice latent defect gradual deterioration
  - d. pollution or contamination
  - e. an existing or hidden defect
  - f. indirect or consequential loss
  - g. vibration denting scratching or bruising
  - h. mechanical or electrical breakdown derangement defect or failure
2. Shortage in weight
3. Damage caused by deterioration or variation in temperature unless directly consequent upon fire theft or overturning or collision of the carrying vehicle
4. Damage arising from
  - a. confiscation requisition or destruction by order of any government or any public authority
  - b. riot civil commotion strikes lockouts or labour disturbances
5. Damage
  - a. occurring outside Great Britain Northern Ireland the Channel Islands and the Isle of Man
  - b. not connected with the Business
6. Damage to
  - a. jewellery precious stones watches clocks gold and silver articles furs curios
  - b. wines spirits perfumes and tobacco products
  - c. audio visual equipment
  - d. computer hardware and software
  - e. rare books and works of art
  - f. Money and bullion non ferrous metals
  - g. living creatures
  - h. explosives

Unless such Property Insured is specifically stated in the Schedule as insured and the Damage is not otherwise excluded
7. Damage caused by theft or attempted theft of the Property Insured and/ or Tools and/or Clothing and Personal Effects from any unattended Vehicle being any Vehicle with no person in charge or keeping the Vehicle under observation and able to observe or prevent any attempt by any person to interfere with the Vehicle  
Unless You have ensured that
  - a. all doors windows and other points of access have been locked where locks have been fitted and
  - b. all manufacturers' security devices have been put into effect and
  - c. the keys have been removed from any unattended Vehicle and
  - d. unattached trailers have anti-hitching devices fitted and they are put into effect
8. Damage resulting from theft or attempted theft from any unattended Vehicle during the hours from 9pm until 6am unless such Vehicle is
  - a. garaged in a securely locked building of substantial nature or
  - b. a compound which has secure walls and/or fences and securely locked gates
9. property in transit for hire or reward
10. the Excess as stated in the Schedule
11. loss of market or indirect or consequential loss

## Conditions

The following conditions apply to this Section and should be read in conjunction with the General Conditions applying to the whole Policy

### Automatic Reinstatement

The Limits of Liability stated in the Schedule will not be reduced by the amount of any claim unless We or You give written notice to the contrary

You must pay the additional premium required to reinstate the Limit of Liability

### Average

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

### Basis of Claims Settlement

The amount payable shall be the value of the Property Insured at the time of its Damage or at Our option the reinstatement or replacement of such property or any part of it

### Reasonable Care

If in relation to any claim under this Section for Damage to Property Insured You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim

You must

1. take all reasonable measures to
  - a. prevent Damage
  - b. secure loads properly
  - c. maintain any Vehicle in accordance with current law
  - d. ensure any Vehicle is suitable for the purpose for which it is to be used
2. allow Us access to examine any Vehicle which You operate or premises from which You operate

### Substitution of Vehicles

Where Vehicles are individually specified in the Schedule We will insure subject to the Limit of Liability and any other terms and conditions applicable to the original Vehicle the Property Insured whilst in or on any other vehicle

1. temporarily substituted for the specified Vehicle whilst the Vehicle is out of use for maintenance repair or official vehicle testing
2. permanently substituted for the specified Vehicle provided that You inform Us in writing within 21 days of the substitution

## Section Endorsements

The following Endorsements only apply to this Section if specified in the Schedule

### Alarm Clause – Specified Vehicles

We will not indemnify You in respect of Damage resulting from theft or attempted theft from any specified unattended Vehicle being any Vehicle with no person in charge or keeping the Vehicle under observation and able to observe or prevent any attempt by any person to interfere with the Vehicle unless the alarm system approved by Us is

1. put into operation and all alarm keys removed and
2. maintained in accordance with the terms and conditions of the installing company's agreement

**Alarm Clause – Unspecified Vehicles**

We will not indemnify You in respect of Damage resulting from theft or attempted theft from any unattended Vehicle owned or operated by You being any Vehicle with no person in charge or keeping the Vehicle under observation and able to observe or prevent any attempt by any person to interfere with the Vehicle unless the alarm system approved by Us is

1. put into operation and all alarm keys removed and
2. maintained in accordance with the terms and conditions of the installing company's agreement

**Declarations**

The insurance on the Property Insured is subject to the following The first and annual premiums paid are provisional

1. You must declare to Us the actual value of the property in transit for the Period of Insurance within one month of the expiry of the Period of Insurance
2. At the end of each Period of Insurance We will calculate the actual premium by applying the rate to the average amount declared
3. If the actual premium is more than the provisional premium paid You will pay the difference  
If the actual premium is less than the provisional premium paid We will refund the difference Any refund due to You will not exceed 25% of the actual premium paid
4. Every insurance on the Property Insured must be similar in wording with this insurance

# Business Machines All Risks (Specified Items) Section

## Section Definitions

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

### Defined Peril

Fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons earthquake subterranean fire storm tempest flood escape of water from any tank apparatus or pipe impact by any road vehicle or animal theft or attempted theft

### Geographical Limits

UK

Great Britain Northern Ireland the Channel Islands and the Isle of Man including the Premises

EU

Great Britain Northern Ireland the Channel Islands and the Isle of Man and the countries of the European Union

Worldwide

anywhere in the World

### Responsible Person

You or any person authorised by You to be responsible for the security of the Premises

## Cover

We will indemnify You in respect of Damage occurring during the Period of Insurance to Property described in the Schedule provided the Damage occurs within the Geographical Limits as detailed in the Schedule

The Sums Insured under each item is separately subject to Average

### Limit of Liability

Our liability under this Section shall not exceed the Sum Insured shown against each item in the Schedule for the Period of Insurance as stated in the Schedule

### Basis of Claims Settlement

The amount payable shall be an amount equal to the cost of repair reinstatement or replacement of the property when new without deduction for wear and tear to a condition equivalent to or substantially the same but not better or more extensive than its condition when new subject to the monetary limit specified in the Schedule

Provided that repair reinstatement or replacement has been effected

## Section Exceptions

We will not indemnify You for

1. consequential loss of any kind or description
2. Damage caused by
  - a. inherent vice latent defect gradual deterioration wear and tear frost change in water table Your own faulty or defective design or materials
  - b. faulty or defective workmanship operational error or omission on the part of You or any of Your Employees but this shall not exclude subsequent Damage which itself results from a cause not being an excepted cause under this Section or otherwise excluded

3. 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 or atmospheric or climatic conditions
  - c. mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates
 but this shall not exclude
  - i. such Damage which itself results from a Defined Peril or from any other cause not being an excepted cause under this Section or otherwise excluded
  - ii. subsequent Damage which itself results from a cause not being an excepted cause under this Section or otherwise excluded
4. any loss from an unattended vehicle or trailer vehicle being any vehicle with no person in charge or keeping the vehicle under observation and able to observe or prevent any attempt by any person to interfere with the vehicle
5. Damage caused by
  - a. acts of fraud or dishonesty by Your Employees
  - b. unexplained disappearance unexplained or inventory shortage misfiling or misplacing of information
  - c. any process of fitting testing servicing repair renovation or adjustment
6. the Excess stated in the Schedule

## Conditions

### Automatic Reinstatement

In the absence of written notice from Us to the contrary the Sum Insured by this Section shall not be reduced by the amount of loss and in return You undertake to pay the appropriate extra premium at a rate to be agreed on the amount of the loss from the date thereof

### Average

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

### Intruder Alarm System

This Condition will only apply if it is specified in the Schedule

For the purpose of this Condition only the following definitions apply

#### Damage

loss or destruction of or damage to the Property caused by fire explosion riot civil commotion strikers locked out workers or persons taking part in labour disturbances malicious persons and theft

#### Intruder Alarm System

an electrical installation to detect and indicate the presence entry or attempted entry of an intruder into Protected Premises

#### Protected Premises

the Premises or those portions of the Premises protected by the Intruder Alarm System as required by Us

#### Responsible Person

You or any person authorised by You to be responsible for the security of the Premises

#### Key holder

You or any person or key holding company authorised by You who must be available at all times to accept notification of faults or alarm signals relating to the Intruder Alarm System attend and allow access to the Premises

## Conditions Precedent

The following are Conditions Precedent to Our liability to make payment under this Section

1. the Premises are protected by an Intruder Alarm System and means of communication used to transmit signals from such an Intruder Alarm System designed installed and maintained as agreed by Us
2. the Protected Premises must not be left without at least one Responsible Person in attendance
  - a. unless the Intruder Alarm System is set in its entirety with all means of communication used to transmit signals in full operation
  - b. if the police have withdrawn their response to alarm calls unless We agree otherwise
3. in the event of notification of any activation of the Intruder Alarm System or interruption of any of the means of communication during any period that the Intruder Alarm System is set a Key holder shall attend the Premises as soon as reasonably possible in order to confirm the security of the Premises and reset the Intruder Alarm System in its entirety If the Intruder Alarm System cannot be reset in its entirety or all the means of communication used to transmit signals are not in full operation a Key holder must remain at the Premises unless We agree otherwise in writing
4. You shall advise Us as soon as possible and in any event not later than 10.00am on Our next working day
  - a. that police attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
  - b. of notice from a Local Authority or Magistrate imposing any requirement for abatement of nuisance
  - c. that the Intruder Alarm System and the means of communication used to transmit signals from such installation cannot be returned to or maintained in full working orderand You must comply with any of Our subsequent requirements
5. No alteration or substitution of
  - a. any part of the Intruder Alarm System
  - b. the structure of the Premises or changes to the layout of the Premises which would affect the effectiveness of the Intruder Alarm System
  - c. the means of communication used to transmit signals from the Intruder Alarm System
  - d. the procedures agreed with Us for police or any other response to any activation of the Intruder Alarm System
  - e. the maintenance contractshall be made without Our written agreement
6. You and each Key holder must maintain secrecy of codes and security of keys and setting/unsetting devices for the operation of the Intruder Alarm System All keys and other setting/unsetting devices for the Intruder Alarm System must be removed from the Premises when they are left unattended
7. The Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or other such company as agreed by Us
8. You will appoint at least two Key holders and lodge written details (which must be kept up to date) with the alarm company contracted to maintain the Intruder Alarm System and with the police if they so require

### Requirements

The following is a Condition Precedent to Our liability to indemnify You in relation to any claim

If You have failed to implement the requirements set out in the Schedule within the timescales specified You will lose Your right to indemnity or payment for that claim

### Theft Protections

The following are Conditions Precedent to Our liability to indemnify You in relation to any claim for loss under this Section at the Premises outside Business Hours If You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim

all fastenings and protections on the Premises at the commencement of this insurance and all additional fastening and protections which have been stipulated by Us shall be maintained during the currency of this insurance



# Engineering - Machinery Damage Section

## Section Definitions

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

### Limit of Indemnity

Our liability in respect of any one loss or series of losses arising out of any one occurrence shall not exceed the amount specified in the Schedule as the Limit of Indemnity or Sum Insured

### Insured Property

Only that property insured by this Section and as described in the Schedule

### Machinery

All component parts of the permanent structure of any item described in the Schedule commencing in the case of a fixed unit at the point of anchorage and in the case of a travelling unit at the road or track wheels

excluding

1. super heaters economisers piping and ancillary electrical or mechanical plant attached to boilers or pressure vessels chimneys or appliances used for attaching the load to any lifting machine glass bulbs or valves or electronic apparatus
2. supporting structures lift enclosures (other than landing gates) rail tracks anchorage bolts or fixing appliances brickwork masonry or foundations
3. tools cutting edges moulds dies patterns non-metallic linings pulverising and crushing surfaces flexible pipes trailing cables driving belts or bands or parts requiring periodic renewal
4. parts not made of metal (other than ropes integral gearing bearings bushes batteries tyres slabs of switchboards and insulation of electrical conductors)

Unless specified otherwise in the Schedule

### Breakdown

1. the actual breaking failure distortion or burning out of any part of the Machinery whilst in ordinary use arising from defects in the Machinery causing its sudden stoppage and necessitating repair or replacement before it can resume work
2. fracturing of any part of the Machinery by frost when such fracture renders the Machinery inoperative
3. the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary

### Explosion

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

### Collapse

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

### Pressure Plant

Machinery which stores fluids either below or above atmospheric pressure

## Cover

We will indemnify You against loss of or damage to Machinery described in the Schedule from sudden and unforeseen cause whilst at the Premises specified in the Schedule

### Additional Cover

In respect of each claim for loss or damage for which liability is accepted the Cover provided by this Section extends to include

### Automatic Cover

Additional Machinery belonging to You from the time the installation is completed and the Machinery is ready to commence normal working at the Premises shown in the Schedule

Provided that

1. the Machinery belongs to a category shown in the Schedule and is of a type similar to that which You previously declared Your intention to insure
2. the Machinery shall be insured to the same extent as Machinery of a similar type
3. the Machinery is free from defects so far as You are aware and complies with any statutory obligations concerning its examination and certification
4. You shall inform Us in writing of such Machinery within twelve months of installation and shall pay the appropriate additional premium

Subject otherwise to the terms Conditions and Exceptions of this Policy

### Temporary Removal

loss of or damage to the Machinery occurring within the European Union or European Free Trade Area whilst temporarily located at any other location or in transit for the purposes of repair service overhaul or maintenance

### Debris Removal

In respect of each claim for loss or damage for which liability is accepted the cover provided by this Policy extends to include costs incurred in the removal of debris and protection of the Property following indemnifiable damage not exceeding £25,000 or 20% of the indemnifiable loss or damage whichever is the lower

### Loss Avoidance Measures

Subject to the Limit(s) of Indemnity We will pay reasonable costs incurred in taking exceptional measures to prevent or mitigate impending loss or damage for which indemnity is provided by this Section

Provided that

1. loss or damage would reasonably be expected if such measures were not implemented
2. We are satisfied that loss or damage has been avoided or mitigated by means of the exceptional measures
3. the amount payable will be limited to the cost of loss or damage which would have otherwise occurred
4. the terms Conditions and Exceptions of this Section apply as if loss or damage had occurred

### Expediting Costs

We will pay costs necessarily and reasonably incurred in making temporary repairs upon and / or expediting the repair reinstatement or replacement of the Property as a result of indemnifiable loss or damage provided that Our liability shall not exceed 50% of the cost of such loss or damage or £50,000 whichever is the lower

### Repair Costs Investigation

With Our prior written agreement We will pay costs relating to repair investigations and tests following indemnifiable damage to Property by consulting engineers not exceeding £25,000 in any one Period of Insurance

We shall not be liable under this Additional Cover for fees incurred in preparing a claim under this Section

### **Optional Extensions and Limitations**

Subject otherwise to the terms Conditions and Exceptions of this Section where any of the following symbols appear against any item of Machinery the Cover is amended accordingly

#### **BDN - Breakdown Limitation Cover Clause**

Liability for loss or damage shall be limited to damage to Machinery caused by Breakdown

#### **EXP - Explosion/Collapse Limitation Cover Clause**

Liability for loss or damage shall be limited to damage to Machinery caused by its Explosion or Collapse

#### **ADL - Accidental Damage Limitation Cover Clause**

We shall not be liable for loss of or damage to Machinery caused by or arising from Breakdown Explosion or Collapse

#### **MDL - Material Damage Limitation Cover Clause**

We shall not be liable for any loss of or damage to the Machinery

#### **ISE - Inspection Service Exclusion Cover Clause**

Notwithstanding Special Condition – Inspection of this Section neither HSB Engineering Insurance Limited nor HSB Engineering Insurance Services Limited undertake to make periodical inspections of the Machinery nor to report thereon

#### **LGE - Lifted Goods Extension Cover Clause**

We will subject to the Limit of Indemnity for this Extension indemnify You against accidental direct damage to property belonging to or in Your custody and control whilst being handled by the Machinery and arising out of its normal use

This Extension does not cover damage resulting from a fault in or fragility of the property being lifted or its container

#### **FRA - Fragmentation Extension Cover Clause**

We will subject to the Limit of Indemnity for this Extension indemnify You against accidental damage by impact to surrounding property belonging to or in Your custody and control for which You are responsible resulting from fragmentation of any part of the Machinery

This Extension does not cover damage

1. to the Machinery causing the damage or any Machinery directly driving or driven by the Machinery
2. to property being handled conveyed heated cooled or processed by or contained in the Machinery
3. caused by leakage or by lack of heat cooling light power or steam
4. caused by and occurring during testing of Machinery

#### **OSP - Own Surrounding Property Extension Cover Clause**

We will subject to the Limit of Indemnity for this Extension indemnify You against damage to property belonging to or in Your custody and control for which You are responsible

1. directly resulting from any damage to the Machinery insured under this Specification
2. caused by impact through the normal operation of lifting and handling Machinery though the Machinery itself may not be damaged

This Extension does not cover damage

- a. to the Machinery causing the damage or any Machinery directly driving or driven by the Machinery
- b. to property being handled conveyed heated cooled or processed by or contained in the Machinery
- c. caused by leakage or by lack of heat cooling light power or steam

excepting that (b) and (c) above shall not apply to damage directly consequent upon and solely due to Explosion

## Conditions

### Inspection

Where contracted to do so HSB Engineering Insurance Services Limited will periodically inspect the Machinery described in the Schedule and will report thereon

You must at Your expense have the Machinery properly prepared to enable HSB Engineering Insurance Services Limited to carry out inspections

In undertaking inspections HSB Engineering Insurance Services Limited shall be deemed to be acting as Our agent

HSB Engineering Insurance Services Limited shall not carry out or witness special tests of a non routine nature (including any ultrasonic radiographic tests or in the case of lifting and handling Machinery any proof load stability anchorage or similar tests) unless specifically agreed otherwise

### Average

If any item of Property has an individual Sum Insured set against it and at the time of any loss or damage to the item its value exceeds that Sum Insured then You shall be considered Your own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly

### Multiple Lifting Operations

For the insurance provided under this Section to be operative during any operation in which a load is shared between any items of Machinery classed as lifting plant or lifting equipment (whether insured under this Section or not) the lifting operation must be conducted in accordance with BS7121

### Basis of Settlement

In respect of

1. Machinery less than three years old at the time of a claim
2. boilers and associated pipework or Pressure Plant

the basis upon which the amount payable for loss of or damage to the Machinery (excluding stock in trade or goods in process of manufacture) belonging to You or in Your custody or control or for which You are responsible is to be calculated shall be Reinstatement of the Machinery

### Reinstatement

Where Machinery or other Property is destroyed or damaged to the extent that repair is uneconomic or impractical

1. if a building its re-building
2. if not a building its replacement by similar Machinery or property but in either case in a condition equal to but not better or more extensive than its condition when new

Where Property other than Machinery is damaged the repair of the damage and the restoration of the damaged portion of the Property to a condition substantially the same as but not better or more extensive than its condition when new

Where Machinery is damaged the repair of the damaged item to a condition substantially the same as that immediately before the occurrence of the damage

Reinstatement shall include additional costs incurred to comply with European Union Legislation Building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws of any Municipal or Local Authority where necessary Provided that

1. Our liability shall not exceed the Limits of Indemnity stated in the Schedule for loss of or damage to the Machinery or other Property belonging to You

2. the work of Reinstatement must be commenced and carried out expeditiously and must be completed within twelve months of the destruction or damage or within any further time We may allow and may be carried out wholly or partially upon another site (if Legislation Act Regulations or Bye-laws require) provided that Our liability is not increased
3. where Property is partially damaged or destroyed the Our liability shall not exceed the sum which We would have been called upon to pay for Reinstatement in the event of total destruction
4. no payment beyond the amount which would have been payable had this Basis of Settlement not been incorporated shall be made until the cost of Reinstatement has been incurred
5. no payment beyond the amount which would have been payable had this Basis of Settlement not been incorporated shall be made if at the time of destruction or damage to the Machinery or other Property it is covered by any other insurance held by or on behalf of You which is not upon a Reinstatement basis
6. the amount recoverable shall not include
  - a. the cost incurred in complying with any Legislation Acts Regulations or Bye-Laws
    - i. in respect of destruction or damage occurring prior to the application of this Condition
    - ii. under which notice had been served upon You prior to the happening of the destruction or damage
    - iii. in respect of undamaged Machinery or other Property or undamaged portions of Machinery or Property
  - b. the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the Property or by the owner by reason of compliance with any Legislation Acts Regulations or Bye-Laws
7. where by reason of the above Provisions no payment will be made beyond the amount which would have been payable if this Basis of Settlement had not been incorporated Our rights and liability in respect of the destruction or damage shall be subject to the terms and Conditions of this insurance as if this Basis of Settlement had not been incorporated

Subject otherwise to the terms Conditions and Exceptions of this Policy

## Exclusions

We shall not be liable for

### Excluded Perils

1. Loss of or damage to Machinery caused by or from
  - a. fire lightning explosion (other than Explosion as defined in this Section) earthquake flood storm tempest inundation escape of water from water containing apparatus leakage from sprinkler installations aircraft and other aerial devices or articles dropped therefrom
  - b. theft or attempted theft

but damage to any Machinery insured under this Section by its own Explosion as a result of any such cause is not excluded

This Exception shall not apply in respect of Machinery whilst in transit for the purposes of repair service overhaul or maintenance

2. Loss or damage caused directly by
  - a. wear and tear gradual deterioration or rust
  - b. gradually developing defects
  - c. scratching or chipping of painted or polished surfaces
  - d. erosion or corrosion

but this shall not exclude resultant loss or damage not otherwise excluded
3. Loss or damage occurring at Your Premises caused by or arising from riot strike lock-out or civil commotion

4. Loss or damage caused by or arising out of
  - a. any intentional act or wilful omission of You (other than an act or omission the purpose of which is an exceptional measure to prevent injury loss or damage) which having regard to the nature and circumstances of the act or omission could reasonably be expected to cause contribute to or exacerbate any loss or damage
  - b.
    - i. intentional overloading
    - ii. testing or experiments involving the imposition of any abnormal conditions

#### **Application of Tools**

Loss or damage caused by or arising out of the direct application of any tool or process during the course of repair maintenance inspection modification or overhaul

#### **Guarantees of Performance**

Liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency

#### **Airborne and Waterborne Craft**

Loss of or damage to airborne or waterborne vessels craft platforms or rigs or any Insured Property situated thereon or being loaded onto or offloaded therefrom

#### **Pollution or Contamination**

Loss or Damage caused by or arising from pollution or contamination

This exception shall not apply to cost arising from pollution or contamination of Insured Property caused directly by an occurrence which is insured by this Section provided that Our liability shall be limited to a maximum of £50,000 in respect of pollution or contamination

#### **Erection Risk**

Loss of or damage to Machinery during installation erection dismantling re-siting transportation or removal other than re-siting transportation or removal under its own power whilst at its operating site

#### **Consequential Loss**

Loss of use or consequential loss or damage of any kind or description unless specifically provided for elsewhere within this Section

#### **Excluded Parts**

Loss of or damage to

1. safety or protective devices due to their functioning
2. tyres by cuts bursts punctures or the application of brakes unless arising from a malicious act
3. batteries other than loss or damage due to extraneous cause

# Engineering Inspection Section

## Inspection Service Contract

### 1. Definitions

The following words have been given the specific meaning set forth below and have the same meaning wherever they appear in the Contract whether singular or plural

- 1.1. Normal Working Hours  
8:00 am to 6:00 pm Monday to Friday excluding public bank and local holidays
- 1.2. Competent Person  
An Engineer Surveyor employed and authorised by Us to perform Inspection Service
- 1.3. Plant  
The machinery appliances and equipment shown in The Schedule
- 1.4. Inspection Service  
Thorough Examination of Plant in accordance with the requirements of such statutory regulations as apply to the Plant or Inspection of Plant in compliance with good established engineering practice  
Unless otherwise agreed in writing this term shall not include approval or verification of the fitness for purpose of any design or design features of Plant performing or witnessing tests of a non-routine nature including but not limited to ultrasonic radiographic hydrostatic or other non-destructive examination or in the case of lifting and handling Plant any proof load stability anchorage or similar test  
We shall
  - a. Periodically perform Thorough Examination/Inspection of Plant within Normal Working Hours
  - b. Provide a written report of the Thorough Examination/Inspection within a reasonable time

### 2. Provision of Inspection Service

- 2.1. We shall comply with Your safe systems of work provided such systems are notified to Us in advance of any visit
- 2.2. We may
  - 2.2.1 refuse to carry out any Inspection Service if at its sole discretion to do so would pose a health safety or welfare risk
  - 2.2.2 appoint sub-contractors to carry out all or any part of the Inspection Service
  - 2.2.3 make a charge in addition to the fee shown in the Schedule if
    - 2.1.3.1 You request and We agree to perform Inspection Service outside Normal Working Hours
    - 2.1.3.2 You require additional copies of reports
    - 2.1.3.3 You fail to prepare or make the Plant available at the date and time agreed
    - 2.1.3.4 You require additional services or
    - 2.1.3.5 You require the Competent Person to undertake training specific to the Your own health safety and welfare procedures

### 3. Client Responsibilities

- 3.1. You shall
  - 3.1.1 be responsible for the care custody and control of the Plant at all times
  - 3.1.2 allow Us access to Your site or site of operation and Plant at such reasonable times as shall be agreed
  - 3.1.3 provide Us with
    - 3.1.3.1 A safe working environment on the site on which the Plant is located
    - 3.1.3.2 A safe physical means by which to gain access to perform the Inspection Service
  - 3.1.4 have the Plant properly prepared dismantled and reassembled as necessary in order to enable Us to carry out the appropriate Inspection Service
  - 3.1.5 Cooperate with and upon request provide Us with information and data relating to the Plant as required in order to perform the Inspection Service

### 4 Fees

- 4.1 We shall charge fees for the provision of the Inspection Service and such fees shall be subject to Value Added Tax at the appropriate rate
- 4.2 You shall pay the fee shown in the Schedule at the beginning of the Contract and at subsequent renewals of the Contract

4.3 If You add or delete Premises during the Contract term the fee will be adjusted

## **5 Term and Termination**

5.1 The term of this Contract is as shown in the Schedule

5.2 Either party may terminate this Contract by giving 30 days written notice to the other party if the other commits any breach of the Contract

## **6 Confidentiality**

6.1 Unless otherwise agreed all reports and similar material prepared by Us in connection with Inspection Service shall be released only to You or Your designated representative

6.2 We may use data gathered in connection with Inspection Service for statistical purposes

## **7 Limitation of Liability and Indemnification**

7.1 Neither We nor any of Our employees shall be liable directly or indirectly for any loss damage or injury to property or persons resulting from any accident or defect in any Plant nor shall We be liable directly or indirectly for loss damage or injury of any kind arising from or connected in any way with any Inspection Service or documentation of any Inspection Service or from the omission of any Inspection Service or documentation of any Inspection Service whether or not such Inspection Service documentation or omission was at Your request

7.2 Neither We nor any of Our employees makes any warranty express or implied concerning the activities described in this Contract

7.3 Notwithstanding anything else in this Contract to the contrary to the fullest extent permitted by law

7.3.1 We shall not be liable to You for any special incidental indirect consequential or exemplary damages including but not limited to loss of profits or revenue loss of use loss of opportunity loss of goodwill cost of substitute facilities goods or services cost of capital governmental and regulatory sanctions and claims of third parties for such damages

7.3.2 The total cumulative liability of Us to You whether in tort or in contract for all claims losses damages and expenses resulting in any way from this Contract shall not be greater than the total amount received by Us from You as compensation during the Contract term specified in the Schedule

7.3.3 Except in the case of death or personal injury caused by Our negligence or in other circumstances where liability may not be so limited under applicable law Our liability under or in connection with this Contract whether arising in contract tort negligence breach of statutory duty or otherwise shall not exceed the sum of £5,000,000 (five million pounds)

7.4 Upon completion of the Inspection Service or termination of this Contract the provisions relating to indemnity waivers limitations of remedies and limitations of liability including but not limited to those contained in this section shall remain in full force and effect

## **8 Force Majeure**

8.1 We shall not be liable for any delay or the consequences of any delay if such delay is due to any cause beyond its reasonable control and shall be entitled to a reasonable extension of time for performance of the Contract

## **9 General**

All matters relating to the validity performance or interpretation of this Contract shall be governed by the laws of England and Wales We and You hereby submit to the exclusive jurisdiction of the Courts of England and Wales

9.1 No term of this Contract is intended either expressly or by implication or other inference to purport to confer a benefit or right of action upon any third party No such third party (whether or not in existence at the date of this Contract) is named or described herein The Contracts (Rights of Third Parties) Act 1999 is expressly excluded to the fullest extent permitted by law

9.2 The provision of Inspection Service under this Contract does not relieve the Client of any statutory obligation to have the Plant inspected

9.3 Inspection Service will only be subcontracted to suitably qualified subcontractors with the agreement of both Parties and We shall retain responsibility for the execution of such work



# Management Liability Portfolio

## Directors' and Officers' Liability Including Company

### Reimbursement Section

This Section is only operative if specified in the Schedule

### Special Definitions

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

#### **Bail Costs**

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

#### **Claim**

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

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

#### **Defence Costs**

Costs incurred with Our prior written agreement to investigate settle or defend any Claim made against an Insured Person or to fund an appeal including any premium paid for an appeal bond or similar bond obtained in relation to it arising from any judgment decision or award in relation to any Claim

#### **Employee** (and not as stated in the General Definitions of this Policy)

1. Any person under a contract of service with You
2. Any independent person seconded to You
3. Any applicant or candidate for employment with You

#### **Employment Claim**

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

#### **Extradition Proceeding**

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

#### **Health and Safety/Manslaughter Claim**

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

**Insured Person**

1. Any natural person who was is or during the Period of Insurance becomes a director partner member or officer of You
2. Any de facto director of You whilst acting in such capacity for You
3. Any shadow director as defined under Section 250 of the Companies Act 2006 or equivalent legislation in any other jurisdiction
4. Any Employee of You
5. The lawful spouse civil or unmarried partner of any person above solely because of their spousal civil or unmarried partner relationship following a Claim against that person
6. The estates heirs or legal representatives of any person above who has died or become incapacitated insolvent or bankrupt but only for a Claim against that person

**Investigation**

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

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

**Legal Representation Costs**

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

**Loss**

In respect of a claim the amount any Insured Person becomes legally liable to pay for Defence Costs Legal Representation Costs awards of damages including punitive and exemplary damages where legally permissible awards of costs including claimants legal costs and expenses and settlements with Our prior written agreement

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

**Outside Entity**

Any organisation other than You

1. that is tax exempt and not for profit or
2. in which You hold any issued share other than:
  - a. any company registered outside of the United Kingdom of Great Britain and Northern Ireland the Channel Islands the Isle of Man or the Republic of Ireland or
  - b. any company traded on any recognised stock exchange or
  - c. any bank investment company investment advisor or manager hedge or mutual fund private equity or venture capital company stock brokerage insurer or similar organisation

**Pollutant**

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

**Pollution**

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

**Prior and pending litigation date**

The date stated as the prior and pending litigation date in the Schedule

**Securities**

Any debt or equity interest in You

**Subsidiary**

Any entity in which You

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

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

**Wrongful Act**

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

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

**You/Your**

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

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

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

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

## Cover

### **Claims against an Insured Person**

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

### **Company Reimbursement**

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

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

### **Health and Safety/Manslaughter**

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

### **Extradition Proceedings**

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

### **Employment**

We will pay on behalf of any Insured Person the Loss arising from an Employment Claim during the Period of Insurance brought by a current former or potential Employee of Yours

This cover does not apply if the Insured Person is covered under the Employment Practices Liability Section of this Policy

### **Outside Entity Cover**

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

### **Pension/Employee Benefit Schemes Claims**

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

### **Pollution Claims**

We will pay on behalf of any Insured Person the Loss in respect of a Claim arising from Pollution

## Representation Costs

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

## Bail Costs

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

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

## Additional Defence Costs

In the event that the limit of indemnity for this Section is exhausted We will pay for additional Defence Costs up to £250,000 in the aggregate provided that the Insured Person has previously not been the subject of a Claim for a Wrongful Act or series of Wrongful Acts that led to the exhaustion of the limit of indemnity for this Section.

This additional cover applies to the payment of Defence Costs only.

## Exceptions

The General Exceptions of this Policy do not apply to this Section. We will not make any payment for any Claim Loss or Investigation.

### 1 - Deliberate or dishonest acts

Based upon attributable to or arising out of

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

This exception will only apply after a judgment or other final adjudication or an admission by an Insured Person that such act did occur. We may request that an opinion be obtained from a mutually agreed Queens Counsel or equivalent in a different jurisdiction as to the prospects of a court finding that such act did occur. This exception shall apply if Counsel is of the opinion that there are no reasonable prospects of the court finding that such act did not occur. Such opinion will be binding on Us and the Insured Person. The costs of such opinion shall be met by Us.

### 2 - Prior Claims Investigations and circumstances

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

### 3 - Prior litigation

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

#### **4 - Defined Benefit Pension Schemes**

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

#### **5 - RICO/SEC/ERISA**

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

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

#### **6 - Matters Insurable Elsewhere**

- a. For mental or emotional distress (except an Employment Claim) sickness disease bodily injury or death suffered by anyone or the loss damage or destruction of any tangible property including loss of use of such property  
This exception shall not apply to any Health and Safety/Manslaughter Claim.
- b. Based upon attributable to or arising out of the use of any mechanically propelled vehicle for which compulsory insurance is required under any legislation  
This exception does not apply to Legal Representation Costs or Defence Costs directly relating to any criminal or regulatory proceedings.

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

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

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

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

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

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

#### **9 - Shareholders**

Brought by or on behalf of anyone holding 15% or more of Your issued share capital

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

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

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

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

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

#### **12 - Financial Advantage**

Based upon attributable to or arising out of the gaining of any financial advantage to which the Insured Person was not entitled including the repayment of any wrongfully received monies

## **Conditions**

The General Definitions General Conditions and General Exceptions set out in this Policy all apply equally to each Insured Person and to You except General Condition – Premium Payment which applies only to You

General Condition Change of Risk General Condition Non Disclosure Misrepresentation or Misdescription and General Condition Fraud shall not apply to this Section Under this Section only We waive our right to rescind the Policy on the grounds of non-disclosure or misrepresentation or fraud

General Condition Cancellation will only apply to this Section at the end of the Period of Insurance or the anniversary date whichever comes first

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

#### **Aggregate Limit**

Where this Policy specifies an aggregate limit this means Our maximum payment for all relevant claims or losses covered under the Policy during the Period of Insurance

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

#### **Information provided by an Insured Person**

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

**Extended notification period**

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

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

This extended notification period is only available if

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

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

The entire premium for this Section is considered fully earned at the beginning of the extended notification period We will not refund any premium if You or any Insured Person cancels the extended notification period before it ends

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

You or any Insured Person will not have the right to purchase an extended notification period if

1. You merge or consolidate with another company or any party acquires more than 50% of Your issued share capital or
2. if cover under this Section is continued solely as a result of the Former directors Special Condition or
3. if this Section or the Policy is cancelled

**Multiple Insureds**

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

If more than one insured is named in the Schedule the total We will pay will not exceed the amount We would be liable to pay to any one of You

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

**Takeovers and mergers extended notification period**

In the event that You merge or consolidate with another company or any party acquires more than 50% of your issued share capital during the Period of Insurance You may on payment of an additional premium of 200% of the annual section premium request that this Section continue in force for a period of up to 72 months from the expiry date of the current Period of Insurance provided that such extension shall only apply to claims arising from any Wrongful Act committed or alleged prior to the date of such takeover or merger

The Extended notification period and Former directors Special Conditions shall not apply to any such extension



### **Management Buy-Outs**

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

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

### **Former directors**

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

1. this Section shall only apply to Claims arising from any Wrongful Act committed or alleged prior to the date of retirement of the Insured Person
2. the run-off period shall run concurrently with any extended notification period
3. no similar insurance is effected elsewhere
4. this Section or the Policy has not been cancelled

## **How much We will pay**

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

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

Each Claim shall be treated as first made when We receive notice of the first Claim Legal Representation Costs shall be treated as first made when attendance of an Insured Person is first notified as being required at an Investigation

You must pay the relevant Excess shown in the Schedule

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

At any stage of a Claim We can pay the Insured Person the applicable limit of indemnity or what remains after any earlier payment from that limit We will then have no further liability for any Claim or Loss

## **Your obligations**

### **Notification**

We will not make any payment under this Section

1. unless You notify Us promptly of the following within the Period of Insurance or at the latest within 14 days after it expires for any problem You become aware of within the seven days before expiry
  - a. the Insured Person's first awareness of any Wrongful Act
  - b. any claim or threatened claim against an Insured Person or the Insured Person's lawful spouse civil or unmarried partner
  - c. any Investigation into You or an Insured Person
  - d. the threat or commencement of any disqualification proceedings against any Insured Person
  - e. the threat or commencement of proceedings against any Insured Person for pollution

2. if when dealing with a third party You or the Insured Person admit that You or the Insured Person are liable for what has happened or make any offer deal or payment without Our prior written agreement You must also not reveal the amount of cover available under this insurance
3. to any Insured Person who prior to the Period of Insurance had knowledge of a material misstatement in or omission from the information provided to us upon which We agreed to insure You

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

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

We have the right but not the obligation to take control of and conduct in Your name or the name of any Insured Person the investigation settlement or defence of any claim. If We think it necessary We will appoint an adjuster solicitor or any other appropriate person to deal with the Claim.

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

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

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

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

# Management Liability Portfolio

## Corporate Legal Liability

This Section is only operative if specified in the Schedule

### Special Definitions

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

#### Claim

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

#### Defence Costs

Costs incurred with Our prior written agreement to investigate settle or defend any Claim made against You or to fund an appeal including any premium paid for an appeal bond or similar bond obtained in relation to it arising from any judgment decision or award in relation to any Claim

#### Employee (and not as stated in the General Definitions of this Policy)

1. Any person under a contract of service with You
2. Any independent person seconded to You
3. Any applicant or candidate for employment with You

#### Employment Claim

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

#### Health and Safety/Corporate Manslaughter Claim

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

#### Identity Crime

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

#### Insured Person

1. Any natural person who was is or during the Period of Insurance becomes a director partner member or officer of You
2. Any de facto director of You whilst acting in such capacity for You
3. Any shadow director as defined under Section 250 of the Companies Act 2006 or equivalent legislation in any other jurisdiction
4. Any Employee of You

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

**Investigation**

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

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

**Legal Representation Costs**

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

**Loss**

In respect of a claim the amount You become legally liable to pay Defence Costs Legal Representation Costs awards of damages including punitive and exemplary damages where legally permissible awards of costs and settlements with Our prior written agreement

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

**Pollutant**

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

**Pollution**

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

**Prior and Pending Litigation Date**

The date stated as the prior and pending litigation date in the Schedule

**Securities**

Any debt or equity interest in You

**Subsidiary**

Any entity in which You:

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

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

### **Wrongful Act**

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

### **You/Your**

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

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

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

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

## **Cover**

### **Claims by others**

We will pay on Your behalf the Loss arising from a Claim for any Wrongful Act within the Geographical Limits

### **Breach of Data Protection**

We will pay on Your behalf the Loss arising from a Claim arising from a breach of the Data Protection Act 1998 or its equivalent in any other jurisdiction and any successor or similar legislation

### **Health and Safety/Corporate Manslaughter Claims**

We will pay on Your behalf Loss arising from a Health and Safety/Corporate Manslaughter Claim (or equivalent legislation in any other jurisdiction) for a Wrongful Act within the Geographical Limits

### **Identity Crime**

We will pay on Your behalf Loss from Identity Crime

### **Pension/Employee Benefit Schemes Claims**

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

### **Pollution claims**

We will pay on Your behalf Loss in respect of a Claim arising from Pollution The limit provided under this cover shall be £100,000 in the aggregate

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

### **Shareholder pollution claims**

We will pay on Your behalf Loss in respect of a Claim arising from Pollution brought by any shareholder either directly or derivatively

### **Representation costs**

We will pay on Your behalf the Legal Representation Costs arising from an Investigation first made during the Period of Insurance

### **Taxation Claims**

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

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

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

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

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

## **Exceptions**

The General Exceptions of this Policy do not apply to this Section We will not make any payment for any Claim Loss or Investigation

### **1 - Deliberate or dishonest act**

Based upon attributable to or arising out of

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

This exception shall only apply after a judgment or other final adjudication or an admission that such act did occur We may request the obtainment of an opinion from a mutually agreed Queens Counsel or equivalent in a different jurisdiction as to the prospects of a court finding that such act did occur This exception shall apply if counsel is of the opinion that there are no reasonable prospects of the court finding that such act did not occur Such opinion will be binding on Us and You The costs of such opinion shall be met by Us

### **2 - Prior claims Investigations and Circumstances**

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

### **3 - Prior litigation**

Based upon attributable to or arising out of any prior or pending litigation or proceedings (including allegations deriving from the same or essentially the same facts) involving an Insured Person You or an Outside Entity initiated prior to the Prior and Pending Litigation Date as stated in the Schedule

### **4 - Defined benefit pension schemes**

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

### **5 - Failure to fund pension and employee benefit schemes**

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

### **6 - Claims brought In the United States of America**

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

### **7 - Matters insurable elsewhere**

- a. Based upon attributable to or arising out of any Employment Claim
- b. Based upon attributable to or arising out of the use of any mechanically propelled vehicle for which compulsory insurance is required under any legislation  
This exclusion does not apply to Legal Representation Costs or Defence Costs directly relating to any criminal or regulatory proceedings

- c. For mental or emotional distress sickness disease bodily injury or death suffered by anyone or the loss damage or destruction of any tangible property including loss of use of such property  
This exception shall not apply to any Health and Safety / Corporate Manslaughter Claims

**8 - Products**

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

**9 - Breach of professional duty**

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

**10 - Infringement of patent and copyright**

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

**11 - Contractual liability**

Based upon attributable to or arising out of any Claim in respect of a breach of contract whether actual or implied written or oral which is greater than the liability You would have at law without the contract

**12 - Shareholders**

Brought by or on behalf of any company owning 15% or more of Your issued share capital

**13 - Takeovers and mergers**

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

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

**14 - Share offerings**

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

**15 - Matters specific to your own losses**

Based upon attributable to or arising out of

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

**16 - Financial Advantage**

Based upon attributable to or arising out of the gaining of any financial advantage to which You were not entitled including the repayment of any wrongfully received monies

## Conditions

### General Terms

The General Definitions General Conditions and General Claims Procedures set out in this Policy all apply equally to each Insured Person and to You except for General Condition Premium Payment which applies only to You

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

### Aggregate Limit

Our maximum payment for all relevant claims or losses covered under the Policy during the Period of Insurance

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

### Change in Circumstances

(replaces Change of Risk in the General Conditions)

You must tell Us as soon as reasonably possible of any change in circumstances during the Period of Insurance which may materially affect this Policy (a material fact or circumstance is one which might affect Our decisions to provide insurance or the conditions of that insurance) We may then change the terms and conditions of this Policy

### Extended notification period

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

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

This extended notification period is only available if

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

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

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

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

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

You shall not have the right to purchase an extended notification period if

1. You merge or consolidate with another company or any party acquires more than 50% of Your issued share capital
2. this Section or the Policy is cancelled



### **Management buy-outs**

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

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

### **Multiple Insureds**

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

If more than one insured is named in the Schedule the total We will pay will not exceed the amount We would be liable to pay to any one of You

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

## **How much will We pay**

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

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

You must pay the relevant Excess shown in the Schedule

Each Claim shall be treated as first made when We receive notice of the first Claim Legal Representation Costs shall be treated as first made when attendance of an Insured Person is first notified as being required at an Investigation

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

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

## **Conditions Precedent**

### **Notification**

It is a Condition Precedent to Our liability to make payment under this Section that

1. You notify Us promptly of the following within the Period of Insurance or at the latest within 14 days after it expires for any problem You become aware of within the seven days before expiry
  - a. Your first awareness of any Wrongful Act
  - b. Any claim or threatened Claim against You
  - c. Any Investigation into You
  - d. The threat or commencement of proceedings against You for pollution
2. If when dealing with a third party You admit that You are liable for what has happened or make any offer deal or payment without Our prior written agreement You must also not reveal the amount of cover available under this insurance
3. If prior to the Period of Insurance You had knowledge of a material misstatement in or omission from the information provided to Us upon which We agreed to insure You

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

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

We have the right but not the obligation to take control of and conduct in Your name or the name of any Insured Person the investigation settlement or defence of any Claim If We think it necessary We will appoint an adjuster solicitor or any other appropriate person to deal with the Claim

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

Where there is a dispute between Us and You and/or any Insured Person over cover proposed settlement or continuing the defence of a Claim You or We may request the obtainment of an opinion from a mutually agreed Queens Counsel or equivalent

in a different jurisdiction Such opinion shall be binding on Us and You and any Insured Person and will establish whether policy cover exists defence of said Claim will continue or settlement will be agreed The costs of such opinion shall be met by Us

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

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

## **Management Liability Portfolio**

### **Employment Practices Liability**

This Section is only operative if specified in the Schedule

### **Special Definitions**

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

#### **Benefits**

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

#### **Claim**

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

#### **Defence Costs**

Costs incurred with Our prior written agreement to investigate settle or defend any Claim made against You or an Insured Person or to fund an appeal including any premium paid for an appeal bond or similar bond obtained in relation to it arising from any judgment decision or award in relation to any Claim

**Employee** (and not as stated in the General Definitions of this Policy)

1. Any person under a contract of service with You
2. Any independent person seconded to You
3. Any applicant or candidate for employment with You

**Employment Practice Wrongful Act**

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

**Insured Person**

1. Any natural person who was is or during the Period of Insurance becomes a director member partner or officer of You
2. Any de facto director of You whilst acting in such capacity for You
3. Any shadow director as defined under Section 250 of the Companies Act 2006 or equivalent legislation in any other jurisdiction
4. Any Employee of You
5. The lawful spouse civil or unmarried partner of any person above solely because of their spousal civil or unmarried relationship following a Claim against that person
6. The estates heirs or legal representatives of any person above who has died or become incapacitated insolvent or bankrupt but only for a Claim against that person

**Loss**

In respect of a claim the amount You and/or any Insured Person becomes legally liable to pay for Defence Costs awards of damages including punitive and exemplary damages where legally permissible awards of costs and settlements with Our prior written agreement

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

**Outside entity**

Any organisation other than You

1. that is tax exempt and not for profit
2. in which You hold any issued share other than
  - a. any company registered outside of the United Kingdom of Great Britain and Northern Ireland the Channel Islands the Isle of Man or the Republic of Ireland or
  - b. any company traded on any recognised stock exchange or
  - c. any bank investment company investment advisor or manager hedge or mutual fund private equity or venture capital company stock brokerage insurer or similar organisation

**Prior and pending litigation date**

The date stated as the prior and pending litigation date in the Schedule

**Retaliation**

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

## Subsidiary

Any entity in which You

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

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

## You / Your

Also includes

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

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

## Cover

### Claims by Employees

We will pay on behalf of You or an Insured Person the Loss arising from a Claim by an Employee for an Employment Practice Wrongful Act

### Claims by others

We will pay on behalf of you or an Insured Person the Loss arising from a Claim by anyone other than an Employee for an Employment Practice Wrongful Act

### Outside entities

We will pay on behalf of You or an Insured Person the Loss arising from a Claim in respect of an Employment Practice Wrongful Act committed by an Insured Person in their capacity as an Employee or an Outside Entity provided that the Insured Person acts in that capacity at Your specific written request and the Claim does not arise from an Employment Practice Wrongful Act committed after the Insured Person ceased to act in this capacity However We will only pay in excess of any indemnity provided by the Outside Entity to its employees and any other insurance available to its employees

## Exceptions

The General Exceptions of this Policy do not apply to this Section

- A.** We will not make any payment for any Claim or Loss

### Specific activities

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

The above shall not apply to any Claim for Retaliation

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

The above shall not apply to Retaliation

**Prior Claims and Circumstances**

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

**Claims in the United States of America**

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

**Prior litigation**

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

**Deliberate or dishonest acts**

based upon attributable to or arising out of

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

This exception will only apply after a judgment or other final adjudication or an admission by an Insured Person that such act did occur We may request the obtainment of an opinion from a mutually agreed Queens Counsel or equivalent in a difference jurisdiction as to the prospects of a court finding that such act did occur This exception shall apply if Counsel is of the opinion that there are no reasonable prospects of the court finding that such act did not occur Such opinion will be binding on Us and the Insured Person The costs of such opinion shall be met by Us

**Matters insurable elsewhere**

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

Based upon attributable to or arising out of the use of any mechanically propelled vehicle for which compulsory insurance is required under any legislation

**Takeovers and acquisitions**

Based upon attributable to or arising out of any Employment Practice Wrongful Act occurring after the date of

- a. Your acquisition by or Your merger or consolidation with another entity so that You are not the surviving entity;
- b. The acquisition at any time during the Period of Insurance of 50% more of Your share capital

Unless We have received prior written notice and We have agreed by written endorsement to provide cover and You have paid any additional premium

**B.** We will not make any payment other than Defence Costs

**Specific activities**

1. Based upon attributable to or arising out of Your failure to pay any amount You are contractually committed to pay to an Employee including but not limited to any payments for contractual or statutory notice periods or breach of any obligation pursuant to any minimum wage legislation or Benefits payable
2. Based upon attributable to or arising out of any amount relating to equal pay redundancy pay

3. Based upon attributable to or arising out of the loss of any right or benefit under any pension scheme private health insurance or other employee benefit scheme or the operation or administration of any pension or employee benefit scheme or trust fund or Your breach of any legislation or regulation related to these activities
4. Based upon attributable to or arising out of Your failure to pay taxes

#### **Non-compensatory payments**

1. Based upon attributable to or arising out of anyone else's liability which You are legally obliged to assume under any contract or agreement This does not apply to any Claim that would have resulted in the absence of such contract or agreement
2. Based upon attributable to or arising out any non-pecuniary or injunctive relief
3. Based upon attributable to or arising out of any amount in respect of the costs of complying or refusing to comply with a court or other order for the reinstatement of an Employee

## **Conditions**

The General Definitions General Conditions and General Claims Procedures forming part of this Policy all apply equally to each Insured Person and to You except for General Condition Premium Payment which applies only to You General Condition Fraud shall only apply to You

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

#### **Aggregate Limit**

Our maximum payment for all relevant claims or losses covered under the Policy during the Period of Insurance

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

#### **Change in Circumstances**

(replaces General Condition Change of Risk)

You must tell Us as soon as reasonably possible of any change in circumstances during the Period of Insurance which may materially affect this Policy (a material fact or circumstance is one which might affect Our decisions to provide insurance or the conditions of that insurance) We may then change the terms and conditions of this Policy

#### **Extended notification period**

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

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

This extended notification period is only available if

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

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

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

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

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

You will not have the right to purchase an extended notification period if:

1. You merge or consolidate with another company or any party acquires more than 50% of Your issued share capital
2. this Section of the Policy is cancelled

#### **Management buy-outs**

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

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

#### **Multiple Insureds**

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

If more than one insured is named in the Schedule the total We will pay will not exceed the amount We would be liable to pay to any one of You

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

## **How much will We pay**

The most We will pay for the total of all Claims and their Defence Costs is the limit of indemnity shown in the Schedule irrespective of the number of Claims made

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

Each claim shall be treated as first made when We receive notice of the first claim

You must pay the relevant Excess shown in the Schedule The Excess shall not apply to any Claim made solely against an Insured Person

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

At any stage of a Claim We can pay the Insured Person the applicable limit of indemnity or what remains after any earlier payment from that limit. We will then have no further liability for any Claim or Loss

## Conditions Precedent

### Notification

It is a Condition Precedent to Our liability to make payment under this Section that

1. unless You notify Us promptly of the following within the Period of Insurance or at the latest within 14 days after it expires for any problem You become aware of within the seven days before expiry
  - a. You or an Insured Person's first awareness of any Employment Practice Wrongful Act
  - b. any Claim or threatened Claim against You
2. if when dealing with an Employee or a third party You or the Insured Person admit that You or the Insured Person are liable for what has happened or make any offer deal or payment without Our prior written agreement You must also not reveal the amount of cover available under this insurance
3. if prior to the Period of Insurance You had knowledge of a material misstatement in or omission from the information provided to Us upon which We agreed to insure You

### Control of defence and payment of a claim

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

We have the right but not the obligation to take control of and conduct in Your name or the name of any Insured Person the investigation settlement or defence of any Claim. If We think it necessary We will appoint an adjuster solicitor or any other appropriate person to deal with the claim

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

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

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

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



# Absolute Business Legal Expenses Section

This Section is only operative if specified in the Schedule.

## Definitions

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

## Appointed Advisor

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

## Collective Conditional Fee Agreement

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

## Conditional Fee Agreement

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

## Employee

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

## Legal Costs and Expenses

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

## Person-Insured

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

## Reasonable Prospects of Success

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

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

### **Small Claims Court**

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

### **Territorial Limit**

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

## **Cover**

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

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

## **Insured Events**

### **1- Employment**

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

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

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

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

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

Any claim relating to

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

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

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

1. basic and compensatory award;
2. Employment Tribunal fees under Schedule 3 of the Employment Tribunals and the Employment Appeal Tribunal Fees Order 2013;

awarded against You by a tribunal or

3. damages awarded by a court;
4. an amount agreed by Us in settlement of a dispute

provided that compensation is agreed through mediation or conciliation or under a settlement approved by Us or awarded by a tribunal or court judgment after full argument unless given by default.

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

Compensation Awards and settlements relating to

1. the first £1,000 of every claim;
2. money due to an Employee under a contract or a statutory provision relating thereto;
3. trade union membership or non-membership industrial or labour arbitration collective bargaining agreements trade union recognition or matters concerning a European Works Council;
4. civil claims or statutory rights relating to trustees of occupational pension schemes.

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

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

### **4 -Tax Protection**

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

Provided that

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

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

Any claim relating to

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

#### **5 - Property**

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

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

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

Any claim relating to

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

#### **6 - Legal Defence**

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

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

Any claim relating to a parking offence.

#### **7 - Compliance and Regulation**

1. Receipt of a Statutory Notice served against You.
2. Notice of a formal investigation or disciplinary hearing by a professional or regulatory body.
3. A civil action alleging wrongful arrest arising from an allegation of theft.
4. A claim against You for compensation under the Data Protection Act 2018 provided that
  - i) You are registered with the Information Commissioner;
  - ii) You are able to evidence that You have in place a process to
    - investigate complaints from data subjects regarding a breach of their privacy rights,
    - offer suitable redress where a breach has occurred and that Your complaints process has been fully engaged.

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

Any claim relating to

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

### **8 – Statutory Licence Appeals**

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

### **9 – Loss of Earning**

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

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

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

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

At Your request

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

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

Any claim relating to

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

### **11 – Crisis Communication**

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

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

provided that You have sought and followed advice from Our Crisis Communication helpline.

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

Any claim relating to

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

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

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

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

### What is not insured under Insured Event 12

Any claim relating to

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

## Exceptions Under This Section

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

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

## Conditions

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

### The Person-Insured's responsibilities

A Person-Insured must

1. tell Us immediately of anything that may make it more costly or difficult for the Appointed Advisor to resolve the claim in Your favour;
2. co-operate fully with Us give the Appointed Advisor any instructions We require and keep them updated with progress of the claim and not hinder them;
3. take reasonable steps to claim back Legal Costs and Expenses and where recovered pay them back to Us;
4. keep Legal Costs and Expenses as low as possible;
5. allow Us at any time to take over and conduct in the Person-Insured's name any claim.

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

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

### **Consent**

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

### **Settlement**

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

### **Barristers Opinion**

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

### **Arbitration**

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

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

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

# Essential Business Legal Expenses Section

This Section is only operative if specified in the Schedule.

## Definitions

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

### Appointed Advisor

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

### Collective Conditional Fee Agreement

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

### Conditional Fee Agreement

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

### Employee

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

### Legal Costs and Expenses

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

### Person-Insured

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



### Reasonable Prospects of Success

1. Other than as set out in 2. and 3. below, a greater than 50% chance of the Person-Insured successfully pursuing or defending the claim and if the Person-Insured is seeking damages or compensation a greater than 50% chance of enforcing any judgment that might be obtained.
2. In criminal prosecution claims where the Person-Insured
  - a. pleads guilty a greater than 50% chance of successfully reducing any sentence or fine or
  - b. pleads not guilty a greater than 50% chance of that plea being accepted by the court.
3. In all claims involving an appeal a greater than 50% chance of the Person-Insured being successful.

### Small Claims Court

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

### Territorial Limit

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

## Cover

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

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

## Insured Events

### 1- Employment

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

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

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

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

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

Any claim relating to

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

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

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

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

Provided that

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

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

Compensation Awards and settlements relating to

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

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

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

Provided that the restrictive covenant

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

#### **4 -Tax Protection**

1. A formally notified aspect or full enquiry into Your tax affairs or into the personal tax affairs of Your directors and/or partners.
2. A dispute about Your compliance with regulations relating to
  - a. Value Added Tax or
  - b. Pay As You Earn or
  - c. Social Security or

- d. National Insurance Contributions or
  - e. the Construction Industry Scheme or
  - f. IR35
- following a compliance check by HM Revenue and Customs.
3. An enquiry into Your tax affairs or into the personal tax affairs of Your directors and/or partners arising from an alleged discovery by HM Revenue and Customs
- Provided that
- a. all returns are completed and have been submitted within the statutory timescales permitted;
  - b. You keep proper records in accordance with statutory requirements;
  - c. in respect of any appealable matter You have requested an Internal Review from HM Revenue and Customs where available.

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

Any claim relating to

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

**5 - Property**

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

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

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

Any claim relating to

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

**6 – Legal Defence**

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

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

Any claim relating to a parking offence.

## **7 – Compliance and Regulation**

1. Receipt of a Statutory Notice served against You.
2. Notice of a formal investigation or disciplinary hearing by a professional or regulatory body.
3. A civil action alleging wrongful arrest arising from an allegation of theft.
4. A claim against You for compensation under the Data Protection Act 2018 provided that
  - i) You are registered with the Information Commissioner;
  - ii) You are able to evidence that You have in place a process to
    - investigate complaints from data subjects regarding a breach of their privacy rights,
    - offer suitable redress where a breach has occurred and that Your complaints process has been fully engaged.

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

Any claim relating to

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

## **8 – Statutory Licence Appeals**

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

## **9 – Loss of Earning**

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

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

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

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

At Your request

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

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

Any claim relating to

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

## **11 – Crisis Communication**

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

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

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

Any claim relating to

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

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

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

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

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

Any claim relating to

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

## **Exceptions Under This Section**

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

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

## Conditions Precedent

The following are Conditions Precedent to Our liability to make payment under this Section

### The Person-Insured's responsibilities

A Person-Insured must

1. tell Us immediately of anything that may make it more costly or difficult for the Appointed Advisor to resolve the claim in Your favour;
2. co-operate fully with Us give the Appointed Advisor any instructions We require and keep them updated with progress of the claim and not hinder them;
3. take reasonable steps to claim back Legal Costs and Expenses and where recovered pay them back to Us;
4. keep Legal Costs and Expenses as low as possible;
5. allow Us at any time to take over and conduct in the Person-Insured's name any claim.

### Freedom to Choose an Appointed Advisor

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

### Consent

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

### Settlement

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

### Barristers Opinion

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

**Arbitration**

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

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

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

# Terrorism Section

## Section Definitions

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

### **Act of Terrorism**

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

### **Computer System**

A computer or other equipment or component or system or item which processes stores transmits or receives Data

### **Data**

Data of any sort whatever including without limitation tangible or intangible data and any programs or software bandwidth cryptographic keys databases documents domain names or network addresses or anything similar files interfaces metadata platforms processing capability storage media transaction gateways user credentials websites or any information whatever

### **Denial of Service Attack**

Any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability or performance of networks network services network connectivity or Computer Systems

This includes but is not limited to the generation of excess traffic into the network addresses the exploitation system or network weaknesses the generation of excess or non genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems

### **Excess**

The amount or amounts shown in the Schedule which We shall deduct from each and every claim to each separate location

You will repay any such amount paid by the Underwriters

### **Hacking**

Unauthorised access to any Computer System whether the property of You or not

### **Head/Heads of Cover**

Any of the following types of direct insurance cover

1. Buildings and completed structures
2. Any other Property insured hereunder as provided in the Schedule
3. Business Interruption
4. Book Debts

### **Phishing**

Any access or attempted access to Data made by means of misrepresentation or deception



### **Private Individual**

Any person other than

1. a business partnership
2. a trustee or body of trustees or trust beneficiary where insurance is arranged under the terms of a trust
3. an executor of a will or the beneficiary of such will
4. a person who insures Residential Property for the purpose of their business as a sole trader
5. a person who insures Residential Property of which in excess of 20 per cent of the property is commercially occupied

Note

- a. where the Residential Property is occupied in part by a sole trader business partner trustee or executor of a will or beneficiary of such will or trust as a their own private residence each will be deemed to be a Private individual in respect of that same property unless in excess of 20 per cent of the Residential Property is commercially occupied
- b. where two or more persons have arranged insurance on Residential Property in their several names and/or the name of the policyholder includes the name of a bank or a building society or other financial institution for the purpose of noting their interest in the property insured they will be deemed to be a Private Individual in respect of that property

### **Residential Property**

1. Private dwelling houses flats
2. Household contents and personal effects

### **Territorial Limits**

England Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987

This shall include the Channel Tunnel up to the frontier with the Republic of France as set out by the treaty of Canterbury

This excludes Northern Ireland the Isle of Man and the Channel Islands

### **Treasury**

The Lords Commissioners of Her Majesty's Treasury from time to time or any successor relevant authority

### **Virus or Similar Mechanism**

Programme 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

This 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

## **Cover**

We will indemnify You in respect of all losses arising under any of the Heads of Cover as a result of loss or destruction of or Damage to Property insured under this Policy occurring during the Period of Insurance within the Territorial Limits where the proximate cause is an Act of Terrorism

The maximum We will pay under this Section in any one Period of Insurance will not exceed the Limit of Liability or Sum Insured for each of the Heads of Cover specified in the relevant Section of this Policy where the Heads of Cover is otherwise insured

## Exceptions

The following exceptions apply to this Section

1. We will not indemnify You in respect of any losses arising under any Heads of Cover directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from
  - a. damage to any Computer System whether Your property or not where such Damage is caused by Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack
  - b. any alteration modification distortion erasure corruption of Data whether the property of You or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack
  - c. riot civil commotion war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
2. We will not indemnify You in respect of losses arising under any Heads of Cover as a result of loss or destruction of or damage to Residential Property insured in the name of a Private Individual

### Special Provision

Exception 1a and 1b above shall not apply provided that such damage

1. results directly (or solely as regards 2c 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
2. 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 affectedor
- c. the amount of loss caused by the cancellation abandonment postponement interruption curtailment or relocation of an event as a result of loss or destruction of or Damage to Property and any additional costs or charges reasonably and necessarily paid by You to avoid or diminish such loss  
and
3. 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 below) exclude:

- a. any Money (as defined within this Policy) 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 whatever and
- b. any Data

Notwithstanding the exclusion of Data from Property to the extent that loss or destruction or Damage to Property within the meaning of 2 above 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 1 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 loss or destruction of or Damage to 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

## Conditions

The following Special Conditions apply to the Section

1. The insurance provided by this Section is subject to all the definitions exceptions conditions clauses endorsements and Conditions Precedent of the Sections of this Policy where the Head of Cover is otherwise insured together with the Policy Definitions Exceptions Conditions Precedent and policy Conditions except
  - a. any which provide for adjustments of premium
  - b. any aggregate limit on the amount borne by You as a result of the operation of an Excess
  - c. any provision for the automatic reinstatement of Sums Insured
  - d. any long term undertakingand providing that if there is conflict between this Section and the rest of the Policy this Section shall prevail
2. We will not indemnify You under this Section unless and until
  - a. the Treasury issues a certificate that any loss was caused by an Act of Terrorism as defined in this Section or in the event of the Treasury refusing to issue such a certificate
  - b. a tribunal formed by agreement between us and pool Reinsurance Company Limited decides that the cause of such loss was an Act of Terrorism as defined by this Section
3. We may cancel the cover provided by this Terrorism Section
  - a. by sending You 30 days written notice to Your last known address We will refund a proportionate part of any premium paid for the unexpired period  
or
  - b. immediately if the premium has not been paid or if there has been a default under an instalment or linked credit agreement We will not refund any instalment paid
4. In any action or suit or proceedings where We allege that any loss is not covered by this Section the burden of proving that such loss is covered shall be upon You



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