



**INSURANCE POLICY**

## **Retail**

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

Thank you for choosing Arista Insurance to be Your commercial insurance provider

This is Your Retail Policy which sets out Your insurance cover in detail and is made up of individual sections

Please read this Policy and Schedule in conjunction with the Statement of Fact carefully to make sure that it meets Your requirements and that the details on the Schedule are correct

Your premium has been based upon the information shown in the Schedule and recorded in Your Statement of Fact

If you have any questions about any of Your Retail Policy documents please contact your insurance agent or an Arista Insurance office. This insurance is written in English and all communications about it will be English

## Our Promise to You

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

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

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

## Making a Claim

To make a claim follow the instructions provided in the Conditions Precedent – Claims Procedure.

To register a claim You should contact **Robins Claims Solution on 0844 770 5150** who 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.

As an Arista Insurance Policy holder you also have access to a website and helplines as described below. These helplines are available 24 hours a day 365 days a year and are available to you at no additional charge.

### Legal and Tax Helpline

**0870 444 1734**

Through this number Arista Insurance Policyholders have 24 hour access to legal advice on numerous topics including tax employment issues and health and safety issues.

### Staff Counselling Helpline

**0870 787 6860**

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.

### Businessmax

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

By choosing Arista Insurance you have free access to business support via [Businessmax.co.uk](http://Businessmax.co.uk). Businessmax provides the essential tools and services to prepare vital legal paperwork for example your Health and Safety Certificate up to date employment legal procedures and advice on management and recovery of debts.

To gain full access to [www.businessmax.co.uk](http://www.businessmax.co.uk) please use the Voucher Reference number shown on your policy schedule.

## How to Complain

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

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

The Chief Executive, Arista Insurance Limited  
68 Lombard Street  
London EC3V 9LJ

After this action if You are still not satisfied with the way a complaint has been dealt with you may ask the Complaints Department at Lloyd's to review Your case (This would not affect Your rights to take legal action if necessary) The address is:

Complaints Department, Lloyd's  
One Lime Street  
London EC3M 7HA

If you are still not satisfied it may be possible for you to refer your complaint to:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

The Underwriters are members of the Financial Services Compensation Scheme (FSCS) you may be entitled to compensation from the scheme if we are unable to meet our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. The first £2,000 of a claim is protected in full and 90% of the remainder of the claim will be met. For compulsory classes of insurance the claim will be met in full. Further information about the compensation scheme arrangements is available from the FSCS. Information can be obtained on request or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

The Underwriters are authorised and regulated by the Financial Services Authority. The Financial Services Authority website which includes a register of all regulated firms can be visited at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or the Financial Services Authority can be contacted on 0845 606 1234

# 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 You must display an original copy of the Certificate at each Business Premises where Your Employees can see it easily

## **Retention of Certificate**

You must retain copies of Certificates 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 31<sup>st</sup> December 1998 or later

## **Data Protection**

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

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

We may also share Your details with third parties so that we may tell You of products and services which we think may interest You by telephone email or post If You do not want to know about these products or services please write to Arista Insurance Limited 68 Lombard Street, London, EC3V 9LJ

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

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

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

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## The Contract of Insurance and the Underwriters

This Policy is issued in accordance with the authorisation granted to Arista Insurance Limited as representatives of certain underwriters at Lloyd's under a binding authority agreement to administer the business for all Sections other than for:

1. Essential Business Legal Expenses Section which is issued in accordance with the authorisation granted to Arista Insurance Limited by ARAG plc acting on behalf of Brit Insurance Limited under a binding authority to administer the business
2. Equipment Breakdown Section which is issued in accordance with the authorisation granted to Arista Insurance Limited as representatives of HSB Engineering Insurance Limited under a binding authority to administer the business

In consideration of payment of the premium to the Underwriters set out above are bound severally and not jointly 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 Underwriters agree to accept premium

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



Signed for and on behalf of the Underwriters

**Charles Earle**

**Chief Executive Arista Insurance Limited**

Arista Insurance is Registered in England No 5938669

Registered Office: Library House, New Road, Brentwood, Essex CM14 4GD

**This Policy is a legal contract You must tell Us about any facts or changes which affect Your insurance which have occurred either since Your Policy started or since the last renewal date**  
**If You are not sure whether certain facts are relevant please ask Your insurance agent or the local Arista Insurance branch If You do not tell Us of relevant changes Your Policy may not be valid or the Policy may not cover You fully**  
**You should keep a written record (including copies of letters) or any information You give Us or Your insurance agent when You renew this Policy**

# General Definitions

Each time We use one of the words or phrases listed below it will have the same meaning wherever it appears in Your Policy unless We state otherwise

A defined word or phrase will start with a capital letter each time it appears in the Policy except for headings and titles

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

## **We/Us/Our**

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

## **You/Your/Policyholder**

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

## **Business**

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

## **Policy**

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

## **Damage**

Accidental loss destruction or damage

## **Employee**

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

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

## **Excess**

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

## **Injury**

Bodily injury including death illness or disease

## **Limit of Liability**

The Limit of Liability stated in the Schedule

**Money**

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

**Period of Insurance**

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

**Person-Insured**

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

**Premises**

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

Unless otherwise stated the buildings at the Premises are

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

**Property**

Material property

**Schedule**

The Schedule for the time being in force

**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

**Sum Insured**

The Sum Insured as stated in the Schedule

**Vacant or Disused**

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

# Conditions Precedent

## Claims Procedure

It is a condition precedent to Our liability that

1. 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. notify the police immediately of Damage caused by malicious persons or thieves
3. at Your expense provide Us with a written claim containing as much information as possible of the accident Damage or Injury including the amount of the claim within
  - a. 30 days of Your becoming aware of the event or occurrence
  - b. 7 days in the case of Damage caused by riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious personsor such further time that We may allow
4. provide Us with all information and help We require in respect of the claim
5. 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. 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. carry out or permit to be taken any action which may be reasonably practicable to prevent or minimise loss and/or interruption of the Business and to prevent further accident Damage or Injury
8. We will be entitled at any time and at Our discretion if Damage occurs which may lead to a claim to
  - a. enter or take possession of the building or premises
  - b. take possession of or require to be delivered to Us Property insured which We will deal with in a reasonable manner
  - c. take over and conduct in Your name the defence or settlement of any claim or to prosecute any claim in Your name for Your benefit and have full discretion in the conduct of any proceedings and in the settlement of any claimwithout incurring liability or reducing Our rights
9. We will not pay for loss destruction or damage or provide cover under Legal Liabilities Section if You or anyone acting on Your behalf
  - a. do not comply with Our requirements
  - b. hinder or obstruct UsYou are not entitled to abandon Property to Us

## Deep Fat Frying

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

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

## **Fire Extinguishment**

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

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

## **Minimum Protections – Security Level 1**

It is a condition precedent to Our liability under the Contents and Money Sections that within 30 days of the inception of this Policy unless otherwise agreed by Us in writing that the following protections 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 on 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 conforming to BS3621 with matching boxed steel 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 conforming to BS3621 with matching boxed steel striking plate or a substantial padlocking bar and good quality close shackle padlock
  - 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 deadlock and if double leaf flush bolts on the first closing leaf
3. on steel final exit doors and all sliding final exit doors substantial padlocking bar and good quality close shackle padlock
  - a. on all other steel doors and all other sliding doors (excluding sliding patio doors) substantial padlocking bar and good quality close shackle padlock fitted externally or substantial padlocking bar and good quality open shackle padlock fitted internally
  - b. on sliding patio doors
    - a manufacturers 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
    - two key-operated patio door locks fitted internally one at the top and one at the bottom of each opening section
4. on all fire exit doors panic bar and hinge bolts fitted top and bottom subject to agreement from the Fire Officer
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 key-operated window locks with the keys removed when in operation
  - 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

**Reasonable Care**

You must:

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

**Security**

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

**Unoccupancy**

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

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

# General Conditions

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

## Average

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

## Basis of Claims Settlement for Property

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

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

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

## Special Conditions

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

## Cancellation

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

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

### **Choice of Law and Jurisdiction**

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

### **Change of Risk**

We shall not indemnify You under this Policy if

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

### **Contribution**

Applicable to the Legal Liabilities Section

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

Applicable to all other Sections insured by this Policy

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

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

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

### **Discharge of Liability**

We may at any time pay

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

**Excesses**

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

**Fraud**

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

**Index Linking**

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

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

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

**Interest Clause**

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

**Non Disclosure Misrepresentation or Misdescription**

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

**Reinstatement**

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

1. plans
2. documents
3. books
4. information

which We require

We will not be obliged to reinstate Property exactly but only in a satisfactory manner as circumstances allow  
The maximum amount We will pay in respect of one item is the Sum Insured

**Subrogation**

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

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

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

**Warranties**

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

## General Exceptions

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

This Policy does not cover

### **Nuclear Risks**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Liability Provisions

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

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

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

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

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

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

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

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

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

**Sonic Bangs**

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

**Computer Virus and Hacking**

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

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

For the purpose of this Exception

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

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

# Contents Section

## Definitions

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

## Property Insured

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

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

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

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

but excluding

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

### Perishable Goods

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

## Cover

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

### Standard Contingencies

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

**Storm or Flood** but excluding Damage

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

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

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

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

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

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

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

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

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

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

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

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

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

**Accidental Damage** excluding

Damage caused by or resulting from

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

8. electrical or magnetic disturbance or erasure of electronic recordings
9. settling shrinkage or expansion of foundations walls floors ceilings or roof settlement or bedding down of new structures or extensions subsidence ground heave or landslip
10. acts of fraud or dishonesty
11. unexplained disappearance unexplained shortage inventory shortage misfiling or misplacing of information
12. You voluntarily parting with the title or possession of any Property or rights to Property
13. confiscation requisition seizure or destruction by order of the Government or any public authority
14. delay loss of market loss of use or consequential loss or damage of any kind

**Subsidence Ground Heave or Landslip**

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

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

**Special Condition**

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

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

## Special Conditions

**Index Linking**

The Sums Insured by this Section are subject to Index Linking

**Limit of Liability**

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

**Basis of Claims Settlement**

1. Stock
 

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

If the Sum Insured at the time of any Damage is less than the full cost of replacement at current prices then You will be Your own insurer for the difference and bear a rateable share of the Damage accordingly

2. All Other Contents including Landlords Fixtures and Fittings shop fronts interior decorations and tenants improvements other than Stock trade samples and goods in trust

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

#### **Automatic Reinstatement of Loss**

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

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

#### **Workmen**

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

#### **Average**

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

#### **Excess**

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

## **Cover Extensions**

#### **Glass including Signs**

We will indemnify You in respect of

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

at the Premises

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

We will not indemnify You in respect of

1. breakage of glass in
  - a. light fittings and fluorescent tubes
  - b. vehicles

- c. vending machines
- 2. breakage
  - a. to Stock in trade or goods in trust
  - b. while the Premises is Vacant or Disused
  - c. in transit or while being fitted
  - d. caused by workmen carrying out alterations or repairs to the Premises
  - e. caused in connection with theft of property from the Premises unless We have agreed to indemnify You in respect of such theft under the Section of this Policy
- 3. the first £250 of each and every loss or the Excess shown in the Schedule which ever is the greater

**Goods in Transit**

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

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

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

**Underground Services**

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

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

**Damage by Emergency Services**

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

**Property Temporarily Removed**

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

1. cleaning
2. renovation
3. repair

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

**Specified Equipment away from the Premises**

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

**Geographic Limits**

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

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

We will not indemnify You in respect of

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

**Replacement Locks**

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

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

following Theft or Attempted Theft

or

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

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

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

**Removal of Debris**

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

1. removal of debris
2. dismantling or demolishing

3. shoring up or propping  
of the portion or portions of the Property Insured sustaining Damage by any of the Contingencies

We will not indemnify You in respect of costs and expenses

- a. incurred in removing debris from anywhere other than the site of the Damage and the area adjacent to it
- b. arising from pollution or contamination of property not insured under this Section
- c. more specifically insured

#### **Exhibitions**

We will indemnify You for Damage by any of the Contingencies to the Property Insured whilst at any exhibition including whilst being erected or dismantled at any exhibition within Great Britain Northern Ireland the Channel Islands and the Isle of Man but excluding

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

#### **Capital Additions**

We will indemnify You for

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

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

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

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

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

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

#### **Perishable Goods**

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

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

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

We shall not be liable under this Extension for

- a. loss caused by wear tear deterioration of the cabinet or other gradually operating cause

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

**Seasonal Increase**

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

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

# Equipment Breakdown Section

## Definitions

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

### Accident

Direct physical loss as follows

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

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

### Breakdown

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

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

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

### Collapse

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

### Computer Equipment

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

### Covered Equipment

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

None of the following is Covered Equipment

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

#### **Explosion**

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

#### **Media**

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

#### **Verified**

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

#### **Production or Process Equipment**

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

## **Cover**

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

#### **Extensions**

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

### **Hazardous Substances**

We will not indemnify You in respect of the additional cost to repair or replace Covered Equipment because of contamination by a hazardous substance. This includes the additional expenses to clean up or dispose of such property. Hazardous substance means any substance other than ammonia that has been declared to be hazardous to health by a governmental agency. Additional costs mean those beyond what would have been required had no hazardous substance been involved.

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

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

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

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

### **Business Interruption**

Our liability for loss as described under the Loss of Income section that is caused by an Accident to Covered Equipment shall not exceed £30,000.

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

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

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

We will not indemnify You for:

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

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

#### **Expediting Expenses**

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

The maximum We shall pay in respect of any one claim shall be £20,000

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

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

The maximum We will pay in respect of any one claim shall be £5,000

#### **Loss of Contents**

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

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

including cleaning costs incurred as a result of such loss

This extension excludes

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

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

#### **Loss Avoidance Measures**

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

Provided that

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

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

## **Special Conditions**

### **Precautions**

You shall exercise due diligence in

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

### **Back Up Records**

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

## **Exceptions**

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

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

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

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

# Money and Personal Accident Assault Section

## Definitions

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

### **Bodily Injury**

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

### **Business Hours**

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

### **Loss of Limb**

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

### **Non-Negotiable Money**

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

## Cover (a) Money

We will indemnify You in respect of

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

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

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

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

## Exceptions

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

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

## Cover (b) Assault

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

## Contingencies

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

## Clauses

Amounts payable

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

3. insurance will end for the Person-Insured if We pay compensation under Contingencies 1 – 3

**Medical Evidence**

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

## Conditions Precedent and Endorsements

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

**Conditions Precedent**

It is a condition precedent to liability that

**Accompaniment Limits**

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

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

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

**Keys Clause**

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

**Cash Tills**

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

# Legal Liabilities Section

## Section Definitions

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

### **Asbestos**

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

### **Costs and Expenses**

Costs and Expenses shall be deemed to mean

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

### **Compensation**

Damages including interest

### **Event**

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

### **Limit of Indemnity**

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

### **Offshore**

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

### **Product Supplied**

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

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

#### Right of Recovery

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

### Extensions to this Sub-Section

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

#### 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

### Exceptions to this Sub-Section

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

#### Vehicles

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

## Public Liability Sub-Section

### Cover

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

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

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

### Limit of Indemnity

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

### Extensions to this Sub-Section

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

#### Contingent Motor Liability

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

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

#### Data Protection Act 1998

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

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

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

The indemnity provided by this Extension shall not apply to

- a. legal liability caused by any deliberate act or omission by You the result of which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission
- b. legal liability caused by any act of fraud or dishonesty
- c. the Costs and Expenses of rectifying rewriting or erasing data

- d. legal liability arising from the recording processing or provision of data for reward or to determine the financial status of any person
- e. the payment of fines or penalties
- f. claims which arise out of circumstances notified to previous insurers or known to You at inception of this Policy
- g. legal liability where indemnity is provided by any other insurance

#### **Defective Premises Act**

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

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

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

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

We will not provide indemnity where this Property is

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

#### **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

## Exceptions to this Sub-Section

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

We will not indemnify You against legal liability in respect of

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

## Products Liability Sub-Section

### Cover

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

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

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

### Limit of Indemnity

Our liability for Compensation and Costs and Expenses 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

## 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 £100,000

## Exceptions to this Sub-Section

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

We will not indemnify You against legal liability in respect of

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

7. any liquidated damages fine or penalty
8. punitive exemplary aggravated or restitutionary damages or any additional damages resulting from the multiplication of compensatory damages
9. any Product Supplied which is in Your custody or control

## Extensions applicable to Legal Liabilities Section

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

### Additional Persons Insured

We will indemnify

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

Provided that

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

### Compensation for Court Attendance

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

### Contractual Liability and Indemnity to Principal

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

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

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

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

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

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

#### **Cross Liabilities**

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

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

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

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

The maximum amount We will pay shall not exceed £100,000

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

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

#### **Asbestos**

We will not provide indemnity in respect of

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

Asbestos Asbestos Dust or Asbestos Containing Materials

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

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

We will not indemnify You in respect of Pollution or Contamination

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

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

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

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

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

**Liability under Contract or Agreement**

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

# Essential Business Legal Expenses Section

## 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 Policy

### Legal Costs and Expenses

1. Reasonable legal costs fees and disbursements reasonably and proportionately incurred by the Appointed Advisor on the Standard Basis and agreed in advance by Us
2. Reasonable accountancy fees disbursements and other costs reasonably incurred by the Appointed Advisor and agreed in advance by Us
3. Other sides costs incurred in civil claims where the Person-Insured has been ordered to pay them or pays them with Our agreement
4. the Person-Insureds loss of earnings incurred under Insured Event 5.8

### Limit of Indemnity

£100,000 which is the maximum Legal Costs and Expenses and Compensation Awards We will pay in respect of all claims related by time or original cause In respect of Compensation Awards £1,000,000 which is the maximum amount We will pay in respect of all claims aggregated in any one Period of Insurance

### Reasonable Prospects of Success

In civil proceedings and criminal prosecution claims (except where the Person-Insured pleads guilty) where the Person-Insured has a greater than 50% chance of successfully pursuing or defending their claim If the Person-Insured is seeking damages or compensation there must also be a greater than 50% chance of enforcing any Judgment that might be obtained

In criminal prosecution claims where the Person-Insured pleads guilty where there is a greater than 50% chance of successfully mitigating the Person-Insureds sentence or fine

In tax claims any dispute or appeal where the Person-Insured has a greater than 50% chance of being successful

In all claims involving an appeal where the Person-Insured has a greater than 50% chance of being successful

### Territorial Limit

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

## Cover

For all Insured Events We will pay the Person-Insureds Legal Costs and Expenses (and Compensation Awards under Insured Event 2) up to the Limit of Indemnity including the cost of appeals provided that

1. You have paid the insurance premium
2. the Insured Event arises in connection with the Business shown in the Schedule and occurs within the Territorial Limit
3. the claim
  - a. always has Reasonable Prospects of Success

- b. is reported to Us
  - i. during the Period of Insurance
  - ii. immediately after the Person-Insured first becomes aware of circumstances which could give rise to a claim under this Policy
- 4. the Person-Insured always agrees to use the Appointed Advisor nominated by Us in any claim
  - a. falling under the jurisdiction of an Employment Tribunal or Small Claims Court and/or
  - b. prior to the issue of legal proceedings
- 5. any proceedings or hearing are dealt with by a court tribunal or other body that We agree to in the Territorial Limit

## Insured Events Covered

### 1 - Employment

Defending You in an employment dispute with an Employee ex-employee prospective employee or trade union acting on their behalf arising from a breach or an alleged breach of their

- 1. contract of service with You and/or
- 2. statutory rights under employment legislation

An employment dispute is deemed to have occurred once all internal dismissal disciplinary and grievance procedures as set out under the Employment Act 2002 (Dispute Resolution) Regulations 2004 have been or ought to have been concluded

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

Any claim

- 1. for redundancy or alleged redundancy or unfair selection for redundancy occurring during the first 180 days of this Policy except where You have had equivalent cover in force up until the start of this Policy
- 2. arising from or relating to any transfer of business which falls under the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006
- 3. for Legal Costs and Expenses relating to an internal disciplinary hearing or grievance

### 2 - Employment Compensation Awards

Following a claim We have accepted under Insured Event 1 any

- 1. basic and compensatory award made against You by a tribunal
- 2. amount agreed by Us in settlement of a dispute

Provided that

- a. Reasonable Prospects of Success exist for a wholly successful defence throughout
- b. in respect of any compensation payable for redundancy alleged redundancy or unfair selection for redundancy You have sought and followed advice from Us or Our agent throughout including prior to serving any notice of a redundancy
- c. the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme under a judgment made after full argument other than by consent or default or is payable under a settlement approved in writing by Us

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

Any Compensation Awards relating to

1. trade union activities membership or non membership industrial or labour arbitration collective bargaining agreements trade union recognition or matters concerning European Works Council
2. Money due to an Employee under a contract of employment or a statutory provision relating thereto
3. Your failure to comply with a reinstatement or re-engagement order
4. a breach of an Employees statutory rights under the National Minimum Wage Act 1998
5. civil claims or statutory rights relating to trustees of occupational pension schemes

## **3 - Tax Protection**

1. a formal aspect or full enquiry into Your business tax affairs
2. an appeal following an assessment by HM Revenue & Customs relating to Value Added Tax
3. a dispute about Your compliance with regulations relating to
  - a. Pay As You Earn or
  - b. Social Security or
  - c. National Insurance Contributionsfollowing a review by HM Revenue and Customs
4. a formal aspect or full enquiry into the personal tax affairs of Your directors and/or partners

Provided that

all returns are completed and have been submitted within the statutory timescales permitted in respect of aspect enquiries the Person-Insured is responsible for the first £250 of any claim

## **What is not insured under Insured Event 3**

Any claim arising from or relating to

1. an investigation by the Special Civil Investigation Office or the Special Compliance Office of HM Revenue and Customs
2. an investigation under the Civil Investigation of Fraud procedure
3. a tax avoidance scheme
4. the submission of returns or accounts where the HM Revenue & Customs levy a penalty or claim for interest or which contain negligent misstatements or where the Person-Insured falls below the standard of a reasonably prudent businessman in keeping books and records
5. Your failure to register for VAT

## **4 - Property**

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

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

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

Any claim arising from or relating to

1. a contract between You and the third party except for claim under 4.3
2. defending any claim brought against You unless defending a counter-claim
3. a motor vehicle whilst at Your premises
4. goods in transit or goods lent or hired out
5. the compulsory purchase of or restrictions or controls placed on Your Property by any government local or public authority

## 5 - Compliance and Regulation

1. defending the Person-Insured when dealing with the police or Health & Safety Executive prior to the Person-Insured being charged
2. defending the Person-Insured following an event other than a parking offence leading to the Person-Insured being prosecuted in a court of criminal jurisdiction
3. representing You following a notice by the relevant authority to alter suspend revoke or refuse to renew Your statutory licence
4. appealing against the terms of a Statutory Notice served against You
5. representing the Person-Insured at a formal investigation or disciplinary hearing by any trade association professional or regulatory body
6. defending You in a civil action alleging wrongful arrest arising from an allegation of theft
7. defending the Person-Insured in a civil action for compensation under section 13 of the Data Protection Act 1998 including compensation awarded against the Person-Insured provided that You are registered with the Information Commissioner
8. the Person-Insureds loss of earnings incurred when the Person-Insured is absent from work to attend any court tribunal arbitration disciplinary hearing or regulatory proceedings at the request of the Appointed Advisor or whilst on Jury Service The amount We pay shall not exceed £100 per day or part thereof less whatever is recoverable from the court or tribunal subject to a maximum limit of £1,000

## 6 - Employees Extra Protection

At Your request

1. defending an Employee in civil proceedings under legislation for unlawful discrimination on the grounds of sex race disability sexual orientation age religious belief or political opinion
2. defending an Employee as a trustee of a pension fund set up for the benefit of Your Employees
3. pursuing a claim following an event causing an Injury or death to an Employee or member of their family

## What is not Insured Under This Section

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

1. Legal Costs and Expenses or Compensation Awards incurred before We accept a claim
2. any actual or alleged act omission or dispute occurring prior to or existing at the inception of this Policy and which the Person-Insured knew or ought reasonably to have known could give rise to a claim under this Policy
3. an allegation against the Person-Insured involving
  - a. assault violence or dishonesty
  - b. malicious falsehood
  - c. the manufacture dealing in or use of alcohol illegal drugs indecent or obscene materials
  - d. illegal immigration
  - e. offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
4. fines penalties or compensation except as covered under Insured Events 2 or 5.7
5. the defence of legal proceedings relating to
  - a. damages for Injury (other than injury to feelings) or loss or damage to Property owned by You
  - b. a breach or alleged breach of professional duty
  - c. any tortious liability except where covered under Insured Event 4 Property
6. costs awarded against the Person-Insured by a court of criminal jurisdiction following a conviction
7. patents copyright trade marks passing-off trade or service marks registered designs secrecy and confidential information
8. a dispute with any subsidiary parent associated or sister company or between shareholders or partners
9. franchise rights or agency rights where You have the legal capacity to alter the legal relations of another
10. a judicial review

11. a dispute with Us not dealt with under Arbitration Condition below
12. defamation

## Conditions Which Apply to this Section

Failure to keep to any of these conditions may lead Us to cancel Your Policy 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-Insureds responsibilities

A Person-Insured must

1. observe and keep to the terms of the Policy
2. not do anything that hinders Us or the Appointed Advisor
3. tell us immediately after the Person-Insured becomes aware of any cause event or circumstances which could to give rise to a claim under this Policy
4. tell Us immediately of anything that may materially alter Our assessment of the claim
5. cooperate fully with the Appointed Advisor and Us give the Appointed Advisor any instructions We require and keep them updated with progress of the claim
6. provide Us with everything We need to help Us handle the claim
7. take reasonable steps to recover Legal Costs and Expenses that We pay and pay to Us all costs that are recovered should these be paid to You
8. tell the Appointed Advisor to have the Legal Costs and Expenses assessed or audited if We require
9. minimise any Legal Costs and Expenses and try to prevent anything happening that may cause a claim
10. allow Us at any time to take over and conduct in the Person-Insureds name any claim proceeding or investigation

### The Appointed Advisor

1. In certain circumstances as set out in (3) 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. Where the Person-Insured wishes to exercise their right to choose they should write to Us with their nominated representatives name and address The Person-Insureds chosen Appointed Advisor must agree to act under Our standard terms of business and cooperate with Us at all times  
We may refuse to accept the Person-Insureds nomination in exceptional circumstances If We disagree over the appointment of an Appointed Advisor then We will agree for another suitably qualified person to decide the matter
3. If We agree to start legal proceedings and the court or tribunal requires any representative to be legally qualified or there is a conflict of interest the Person-Insured may choose a suitably qualified Appointed Advisor The Person-Insureds right to choose never applies to Employment Tribunal Small Claims Court or Tax claims unless there is a conflict of interest
4. If the Appointed Advisor refuses to continue acting for the Person-Insured with good reason the Person-Insured dismisses the Appointed Advisor without good reason or the Person-Insured withdraws from the claim without Our agreement cover will end immediately unless We agree to appoint another Appointed Advisor

**Our Consent**

We must give Our written consent to the Person-Insured to incur any Legal Costs and Expenses or Compensation Awards We do not accept any liability for Legal Costs and Expenses or Compensation Awards incurred without Our written consent

**Settlement**

1. We have the right to settle the claim by paying the value of the claim
2. The Person-Insured must not negotiate settle the claim or agree to pay any Legal Costs and Expenses incurred without Our written agreement
3. If the Person-Insured refuses to settle the claim following
  - a. a reasonable offer or
  - b. advice to do so from the Appointed AdvisorWe may refuse to pay further Legal Costs and Expenses

**Counsels Opinion**

We may require the Person-Insured to obtain and pay for an opinion from counsel regarding the merits or value of the claim If the opinion supports the Person-Insured then We will pay for the opinion

**Arbitration**

If there is a dispute between the Person-Insured and Us about the handling of a claim or the choice of an Appointed Advisor the matter will be referred to a suitably 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 We will ask the president of the relevant Law Society to nominate

**Dual Insurance**

We will not pay for any claim covered by another policy or any claim that would have been covered by any other policy if this Policy did not exist

**Acts of Parliament and Jurisdiction**

All Acts of Parliament referred to within 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 Policy will be governed by English Law

**Data Protection Act 1998**

It is agreed by the Person-Insured that any information provided to Us regarding the Person-Insured will be processed by Us in compliance with the provisions of the Data Protection Act 1998 for the purpose of providing insurance and handling claims if any which may necessitate providing such information to third parties

# Loss of Income Section

## Definitions

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

### **Indemnity Period**

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

### **Gross Income**

The Gross Income or other fees received or receivable by You in the course of the Business at the Premises

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

The additional expenditure necessarily and reasonably incurred with Our consent

### **Outstanding Debit Balances**

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

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

## Cover

### **Loss of Gross Income**

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

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

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

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

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

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

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

## **Special Conditions**

### **Automatic Reinstatement of Loss**

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

### **Cessation of Trading**

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

### **Accounting Adjustments**

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

### **Value Added Tax**

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

### **First Financial Year**

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

## **Cover Extentions**

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

### **Loss of Book Debts**

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

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

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

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

- a. erasure or distortion of information on computer systems or other records
- b. deliberate falsification of business records
- c. mislaying or misfiling of tapes and records

- d. the deliberate act of the public supply undertaking in restricting or withholding electricity supply
- e. wear and tear and gradual deterioration vermin rust damp or mildew
- f. dishonest or fraudulent acts by any of Your Employees

**Special Condition applicable to this Extension**

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

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

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

**Prevention of Access**

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

**Public Utilities**

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

We will not indemnify You in respect of

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

**Telecommunications**

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

We will not indemnify You in respect of accidental failure

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

The maximum We will pay will be

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

**Suppliers**

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

**Disease Murder and Defective Sanitation**

the occurrence of

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

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

We will not indemnify You in respect of

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

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

**Public Emergency**

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

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

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

# Buildings Section

## Definitions

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

## Property Insured

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

## Cover

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

### Standard Contingencies

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

**Storm or Flood** but excluding Damage

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

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

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

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

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

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

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

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

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

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

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

**Accidental Damage** excluding

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

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

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

1. Damage to yards car parks roads pavement swimming pools walls gates and fences unless also affecting a building insured hereby
2. Damage caused by or consisting of
  - a. the normal settlement or bedding down of new structures
  - b. the settlement or movement of made-up ground
  - c. coastal or river erosion
  - d. defective design or workmanship or the use of defective materials

- e. fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
3. Damage which originated prior to the inception of this cover
4. Damage that has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law
5. Damage resulting from
  - a. demolition construction structural alteration or repair of any property or
  - b. groundworks or excavation at the same premises
6. the amount of the Excess stated in the Schedule for each and every claim

#### Special Condition

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

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

## Special Conditions

### Index Linking

The Sums Insured by this Section are subject to Index Linking

### Limit of Liability

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

### Basis of Claims Settlement

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

### Automatic Reinstatement of Loss

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

### Workmen

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

### Average

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

### Excess

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

## Cover Extensions

### Ground Rent

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

### European Union and Public Authorities

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

1. European Community Legislation
2. Act of Parliament
3. Bye-Laws of any Public Authority

We will not indemnify You in respect of

- a. costs incurred
  - i. in respect of Damage not insured by the Section
  - ii. where notice was served on You before the Damage occurred
  - iii. where an existing requirement must be completed within a stipulated period
  - iv. in respect of property or parts of the property other than foundations (unless foundations are specifically excluded) which have not suffered Damage
- b. any charge or assessment arising from capital appreciation following compliance with this legislation

The reinstatement of the property

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

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

The maximum We will pay under this Clause in respect of any one item is

1. 15% of the item Sum Insured  
or
2. where the Sum Insured applies to property at more than one premises 15% of the amount We would have been liable to pay if the Property Insured by the item at the Premises where Damage occurred had been completely destroyed

### Underground Services

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

### Damage by Emergency Services

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

### Capital Additions

We will indemnify You for

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

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

#### **Contracting Purchasers Interest**

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

#### **Trace and Access**

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

## **Special Clauses**

#### **Removal of Debris**

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

#### **Clearing of Drains**

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

#### **Fees**

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

# Terrorism 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

### **Act of Terrorism**

Act of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any government de jure or de facto

### **Denial of Service Attack**

Any actions or instruction constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks network services network connectivity or information systems

This includes but is not limited to the generation of excess traffic into the network addresses the exploitation system or network weaknesses and generation of excess or non genuine traffic between or amongst networks

### **Excess**

The amount or amounts shown in the Schedule which We shall deduct from each and every claim to each separate location

You will repay any such amount paid by Us

### **Hacking**

Unauthorised access to any computer or other equipment component system or item which processes stores or retrieves data whether the property of You or not

### **Head/Heads of Cover**

Any of the following types of direct insurance cover

1. Buildings and completed structures
2. Contents and other Property insured hereunder
3. Loss of Income
4. Book Debts

all as insured hereunder

### **Private Individual**

Any person other than

1. A company association or partnership
2. A trustee or body of trustees where insurance is arranged under the terms of a trust
3. A person who owns Residential Property for the purpose of their business as a sole trader
4. A person who owns Residential Property of which in excess of 20 per cent of the property is commercially occupied

#### Note

- a. where the Residential Property is occupied by a trustee or a sole trader as a private residence and where the property is not a block of flats each will be deemed to be a Private Individual in respect of that same property and
- b. where two or more persons have arranged insurance on Residential Property in their several names and/or the name of the Policyholder includes the name of a bank or a building society or other financial institution for the purpose of noting their interest in the Property Insured they will be deemed to be a Private Individual in respect of that Property

#### Residential Property

1. Private dwelling houses and flats
2. Household goods and personal effects

#### Treasury

The Lords Commissioners of Her Majestys Treasury from time to time or any successor relevant authority

#### Virus or Similar Mechanism

Program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not

This includes but is not limited to trojan horses worms and logic bombs

## Cover

We will indemnify You in respect of all losses arising under any Head of Cover resulting from loss or destruction of or damage to Property Insured under this Policy directly caused by an Act of Terrorism occurring during the Period of Insurance at the Premises but only in England Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Channel Islands or the Isle of Man

The maximum We will pay under this Section in any one Period of Insurance will not exceed the Limit of Liability or Sum Insured for each of the Heads of Cover specified in the Section of this Policy where the Head of Cover is otherwise insured

## Exceptions

The following exceptions apply to this Section

We will not indemnify You in respect of any losses arising under any Head of Cover directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from

1. damage to any computer or other equipment component system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information programs or software) and whether Your property or not where such damage is caused by Virus or Similar Mechanism Hacking or Denial of Service Attack
2. 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

We will not indemnify You in respect of losses arising under any Head of Cover as a result of loss or destruction of or damage to Residential Property insured in the name of a Private individual

## Special Conditions

The following Special Conditions apply to the Section

1. The insurance provided by this Section is subject to all the Definitions Conditions Exceptions Clauses Endorsements and Conditions Precedent of the Sections of this Policy where the Head of Cover is otherwise insured together with the Policy Definitions Exceptions Conditions Precedent and Policy Conditions except
  - a. any which provide for adjustments of premium
  - b. any aggregate limit on the amount borne by You as a result of the operation of an Excess
  - c. any provision for the automatic reinstatement of Sums Insured
  - d. any long term undertakingand providing that if there is conflict between this Section and the rest of the Policy this Section shall prevail
2. We will not indemnify You under this Section unless and until
  - a. The Treasury issues a certificate certifying that any loss was caused by an Act of Terrorism as defined in this 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

## Conditions Precedent

It is a Condition Precedent to Our liability that

1. You must declare to Us all property and/or premises owned by You or for which You are responsible including all such property and/or premises of subsidiary companies unless it is the practise of any subsidiary company to effect its own insurance
2. You must purchase Terrorism insurance from a Pool Reinsurance Company Limited member company in respect of all such property and/or premises

# Loss of Licence Section

## Definitions

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

### Loss of Licence

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

due to reasons beyond Your control

### Licence

Licence for the sale of excisable liquor

## Cover

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

1. the Premises or
2. the Business

following Loss of Licence

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

## Exceptions

We will not pay

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

## Conditions Precedent

The following conditions precedent apply

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

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

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

# Endorsements

These Endorsements are operative only if confirmed in the Schedule

## Endorsement: Intruder Alarm Warranty

### Definitions

#### Intruder Alarm System

The component parts including the means of communication used to transmit signals

#### Alarmed Premises

The Premises or those portions of the Premises protected by the Intruder Alarm System

#### Responsible Person

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

#### Keyholder

You or any person or keyholding company You authorise who is available at all times to accept notification of faults or alarm signals relating to the Intruder Alarm System attend and allow access to the Premises

It is a condition precedent to liability in respect of Theft or Attempted Theft or Loss of Money under this Policy that in respect of loss or damage following entry or attempted entry into or exit from the Premises by forcible and violent means

1. the Premises are protected by an Intruder Alarm System installed as agreed with Us
2. the Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventive maintenance with the intruder alarm installers or other installers/engineers as agreed with Us
3. no alteration to or substitution of
  - a. any part of the Intruder Alarm System
  - b. the procedures agreed with Us for Police or any other response to any activation of the Intruder Alarm System
  - c. the maintenance contractbe made without Our written agreement
4. the Alarmed Premises shall not be left without at least one Responsible Person therein without Our agreement
  - a. unless the Intruder Alarm System is set in its entirety with the means of communication used to transmit signals in full operation
  - b. if the Police have withdrawn their response to alarm calls
5. all keys to the Intruder Alarm System are removed from the Premises when they are left unattended
6. You maintain secrecy of codes for the operation of the Intruder Alarm System and no details of same are left on the Premises
7. You shall appoint at least two keyholders and lodge written details (which must be kept up to date) with the alarm company and/or Police Authorities
8. in the event of notification of any activation of the Intruder Alarm System or interruption of the means of communication during any period that the Intruder Alarm System is set a Keyholder shall attend the Premises as soon as reasonably possible
9. in the event that You receive any notification
  - a. that Police attendance in response to alarm signals/call from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
  - b. from a local authority or magistrate imposing any requirement for abatement of nuisance

- c. that the Intruder Alarm System cannot be returned to or maintained in full working order  
You shall advise Us as soon as possible and in any event not later than 10.00 am on Our next working day  
and comply with any subsequent requirements stipulated by Us

### **Endorsement: Security Level 2**

It is a condition precedent to liability in respect of Theft or Attempted Theft and Loss of Money under this Policy that within 30 days of the inception of this Policy unless otherwise agreed by Us in writing that the following protections be fitted in addition to the Minimum Protections – Security Level 1

A Grade 2B NSI approved alarm system or equivalent incorporating

1. contacts on all external doors windows and trap and internal movement detectors
2. signalling by audible means and digital communicator with remote signalling to alarm receiving centre with one way monitoring

or

3. all external doors to be steel sheeted or protected by proprietary metal roller shutter doors and
4. all accessible windows to be barred grilled or protected by proprietary metal roller shutters

### **Endorsement: Security Level 3**

It is a condition precedent to liability in respect of Theft or Attempted Theft and Loss of Money under this Policy unless otherwise agreed by Us in writing that the following protections be fitted in addition to the Minimum Protections – Security Level 1

A Grade 3B NSI 3C approved alarm system or equivalent incorporating

1. contacts on all external doors break glass and /or foil on all shop front windows and glazed doors with other windows having tubed and wired frames and internal movement detectors
2. signalling by Redcare or Redcare GSM or Dual Com Plus

### **Endorsement: Post Office Extension**

Notwithstanding anything contained herein to the contrary in paragraph (2) to Exceptions to Public Liability Sub-Section cover extends to include property belonging to the Post Office for which You are responsible provided that Our maximum liability in respect of any claim or series of claims against You as a result of or arising out of one Event shall not exceed the limit stated against this Extension in the Schedule

### **Endorsement: Work Away Extension**

Cover provided by the Legal Liabilities Section extends to apply whilst You and/or any of Your Employees are engaged in work in connection with the Business anywhere in Great Britain Northern Ireland the Channel Islands and the Isle of Man (except any premises owned or occupied by You not being the Premises insured hereunder) excluding the amount of the Excess shown in the Schedule in respect of Damage to Property



Arista Insurance Limited. Registered Office:  
Library House, New Road, Brentwood,  
Essex CM14 4GD. Reg No: 5938669.

Arista Insurance Limited is authorised and  
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