



All Med Pro Surgery Plus

Policy Wording

**To make a claim,
call 0345 122 3283**

Please save this number to your
mobile phone.

All other enquiries, please contact All Med Pro
phone 0203 757 6950
email info@allmed.co.uk
www.allmed.co.uk



Contents

Your Policy	3
Important Notice	4
How to make a claim	5
Legal and business helpline services	6
What to do if you have a complaint	7
Financial Services Compensation Scheme	8
Data Protection Notice	9
Definitions	11
General Exclusions	17
General Conditions	18
Claims Conditions	20
Cover Causes	21
Property Section	23
Sub-Section A – Buildings	
Sub-Section B – Contents	
Sub-Section C – Glass, Blinds and Signs	
Sub-Section D – Money	
Sub-Section E – Assault by Thieves	
Sub-Section F – Specified Property	
Sub-Section G – Machinery and Computer Equipment Breakdown	
Sub-Section H – Deterioration of Refrigerated Stock	
Sub-Section I – Employee Dishonesty	
Loss of Income Section	36
Sub-Section A – Income/Costs	
Sub-Section B – Machinery and Computer Equipment Breakdown	
Sub-Section C – Loss of Registration Certificate	
Liability Section	41
Sub-Section A – Employers’ Liability	
Sub-Section B – Public Liability	
Sub-Section C – Products Liability	
Sub-Section D – Injury to a Working Partner or Proprietor	
Personal Accident Section	50

Legal Expenses Section

When this section is shown as operative on the **schedule**, please refer to the separate Business Legal Guard policy wording for full details of the cover, terms, conditions and exclusions.

Your Policy

This **policy** is a contract of insurance between **you** and **us** by which **we** agree to cover **you** in respect of the risks set out in the sections and sub-sections of this **policy** shown as insured on the **schedule**, subject to the terms, conditions and exclusions of this policy and in consideration of **you** paying or agreeing to pay the premium.

This **policy** is made up of a number of documents which must be read together. **You** should read carefully all documents that **we** have provided and contact **your agent** immediately if this **policy** does not meet **your** needs.

Important Notice

You have a duty to make a fair presentation of all material facts and circumstances to **us**. Providing **us** with inaccurate information or failing to tell **us** of anything which may increase the risk may invalidate this **policy** or lead to claims not being paid or being paid in part only.

To assist **your** understanding of which facts and circumstances are material to **us**, here are some key examples:

- **Who you are** – the legal entity that owns the **business**
- **Business status** – sole proprietor, partnership, limited liability partnership or a limited company
- **Business premises** – the type of construction, security protections and also rebuilding or replacement values of the **property**
- **What you do** – the description of the **business** as shown on the **schedule**
- **Personal and business history** – the previous history relating to proprietors, **partners** or **directors** or their business that is provided to **us** e.g. previous bankruptcies, company liquidations, convictions, claims etc.

Other material facts will be shown on the statement of fact or proposal form. If **you** are in any doubt or require clarification of what must be declared to **us**, please discuss this with **your agent**.

This **policy** does not cover maintenance of **your property**. That means **we** will not pay for the cost of wear and tear or routine maintenance. **We** expect **you** to properly maintain **your property**, but the cost of this remains **your** responsibility. **You** have a duty to keep **your property** safe, secure and in good repair, and take all practical steps to avoid loss or **damage**.

You should also take all reasonable care to prevent accidents or disease. In particular **you** should:

- keep all work equipment and premises in good and safe condition
- exercise care in the selection and management of **employees**
- comply with all statutory obligations and regulations imposed by any authority.

In addition, **you** should take all reasonable care to prevent the sale or supply of goods which are defective in any way.

How to make a claim

If **you** need to make a legal expenses claim and this section is shown as being operative on the **schedule**, please refer to the separate Business Legal Guard policy wording for details. For all other claims please contact **our** commercial claims department on **0345 122 3283**. The line is open 24 hours a day, 365 days a year. Alternatively, **you** can write to **us** at:

Commercial Claims Department
Ageas Insurance Limited
Ageas House
The Square
Gloucester Business Park
Brockworth
Gloucestershire
GL3 4FA

The claims handler will take full details of the claim and guide **you** through the next steps. Depending on the value and type of claim, the claims handler may seek help from a loss adjuster. Loss adjusters are independent claims experts who will visit **you** or a third party claimant to assist with the assessment of the claim.

Once **we** have been notified of a claim, **we** will tell **your agent**. The notification letter gives **your agent** the opportunity to become involved in the claim if either **you** or they wish. Once the claim has been settled, a letter is sent to **your agent** confirming settlement and the amounts paid.

Do

- Have details of **your** policy number ready when notifying **us**. **You** can find the policy number on the **schedule**.
- Report any incidence of loss of **money**, theft, attempted theft or **damage** by malicious persons to the police immediately. **You** should obtain a crime reference number (not an incident reference number) from them if a crime has been committed.
- Carry out temporary repairs to **your property** to prevent further loss. Please retain all invoices for work carried out. Remember, if **you** do not have **your** own contractor, call Business Emergency Assistance on **0345 122 8935** to arrange for an approved contractor to effect repairs, any time of the day or night.
- Notify **us** of any claim or any incident which may lead to a claim as soon as possible. The sooner **we** are involved, the more opportunity **we** have to resolve the claim to **your** satisfaction. **You** must notify **us** within seven days if the incident relates to **damage** by riot, civil commotion, labour or political disturbances, malicious persons, theft or attempted theft.
- Ensure that any letter or notice received is sent to **us** immediately unanswered and unacknowledged. **You** must also send **us** unanswered and unacknowledged any written claim, writ, summons or other document relating to a claim and tell **us** of any pending prosecution, coroner's inquest or fatal accident inquiry and give **us** full details of any verbal claims made against **you**.
- Any **injury** to an **employee** should be reported to **us** regardless of whether a formal claim has been made against **you**. **We** can then decide whether **we** need to investigate and provide advice to **you**.

Don't

- Dispose of any evidence or damaged items - **we** may wish to see them.
- Wait for estimates to be obtained for work to be carried out before notifying **us** of a claim.
- Admit or deny responsibility for any incident involving **injury** to others or **damage** to their **property**.

Replacement service

We have a number of suppliers that can repair **your property** or replace items lost, stolen or damaged beyond repair. If one of **our** suppliers is used **you** will not need to obtain estimates and **we** will settle directly with the supplier. **You** will be responsible for the payment of any applicable **excess**. **You** will only be responsible for payment of the VAT element if **you** are VAT registered. **You** will be invoiced accordingly.

What we will need

If **your property** is lost, damaged or stolen, to consider the claim **we** will typically need:

- proof of ownership i.e. original purchase invoices, bank account statements or other similar evidence
- any available photographs, taken before and after the event, showing the **property** would be useful

If **you** are not using **our** replacement service **we** will also need:

- at least two estimates for the replacement of lost, damaged or stolen items
- if the item cannot be repaired, a letter or a report from an independent expert confirming this and the cause of the **damage**.

For some types of claim **we** may require the following:

- evidence of bona-fide subcontractors' own public liability insurance
- felt roof inspection reports and confirmation of completion of any necessary remedial work
- medical reports or similar evidence.

Legal and Business Helpline Services

As an Ageas policyholder with a current **policy**, **you** are automatically entitled to the following helpline services.

To help **us** to check and improve **our** service standards, calls are recorded.

Business legal advice – 0345 122 8931

This helpline is available 24 hours per day, 365 days a year to provide confidential legal advice over the phone on legal problems, under the laws of the countries of **Europe**.

UK tax advice – 0345 122 8931

This helpline is available between 9.00am and 5.00pm from Monday to Friday to provide confidential advice over the phone on any tax matters under the laws of England, Scotland, Wales and Northern Ireland.

Redundancy approval – 0345 322 0176

This service is available between 9.00am and 5.00pm from Monday to Friday (except bank holidays) to provide specialist advice if **you** are planning redundancies. This will assist **you** to implement a fair selection process and ensure that the redundancy notices are correctly served. If **you** opt to use this service a charge will be payable by **you**.

Confidential counselling helpline – 0345 122 8934

This helpline is available 24 hours per day, 365 days a year for an **employee** (including family members permanently living with them) needing confidential help and advice. **Our** qualified counsellors are available to provide telephone support on any matter that is causing **your employee** upset or anxiety, from personal problems to bereavement. Due to their sensitivity, counselling calls are not recorded.

Business emergency assistance – 0345 122 8935

This helpline is available 24 hours per day, 365 days a year to arrange help straight away if an unforeseen emergency causes **damage** to the **premises** or creates a health and safety hazard. **We** will contact a suitable repairer or contractor and arrange assistance on **your** behalf. All costs of assistance provided are **your** responsibility, although if the **damage** is insured **you** will be able to make a claim for repair of the **damage**.

Please do not phone the helpline service numbers to report an insurance claim.

The helpline services are provided on **our** behalf but not by **us**. **We** take no responsibility for the advice or assistance given or for the failure of the helpline which may result from an exceptional event that is beyond the control of **us** and the helpline service provider.

What to do if you have a complaint

Should there ever be an occasion where **you** need to complain, **we** will sort this out as quickly and fairly as possible.

If **your** complaint is about the way this **policy** was sold to **you**, please contact All Med Pro to report **your** complaint at:

All Medical Professionals Limited
The Barn
Lotmead Business Village
Wanborough
Swindon
Wiltshire
SN4 0UY

Tel: **0203 757 6950**
Email info@allmed.co.uk

If **you** have a complaint regarding **your** claim, please telephone **us** on the number shown in **your** claims documentation.

Alternatively, for claims or any other type of complaint, **you** can also write to **us** at the address shown below or email **us** through **our** website at www.ageas.co.uk/complaints (please include **your** policy number and claim number if appropriate).

Customer Services Adviser
Ageas Insurance Limited
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA

We will try to resolve **your** complaint by the end of the next working day. If **we** are unable to do this, **we** will write to **you** within five working days to either:

- tell **you** what **we** have done to resolve the problem; or
- acknowledge **your** complaint and let **you** know when **you** can expect a full response.

We will also let **you** know who is dealing with the matter. **We** will always aim to resolve **your** complaint within four weeks of receipt. If **we** are unable to do this **we** will give **you** the reasons for the delay and indicate when **we** will be able to provide a final response. If **we** cannot resolve the differences between us, **you** may refer **your** complaint to the Financial Ombudsman Service if:

- **you** have an annual turnover of less than EUR 2 million and fewer than 10 employees and,
- if for any reason **you** are still dissatisfied with our final response, or
- if **we** have not issued **our** final response within eight weeks from **you** first raising the complaint.

The Financial Ombudsman Service is an independent organisation and will review **your** case. **You** can contact them on telephone number **0800 023 4567**. **You** can also write to them at the address below, however they will only consider **your** complaint once **you** have tried to resolve it with **us**.

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Alternatively, more information can be found at www.financial-ombudsman.org.uk

Following the complaints procedure does not affect **your** rights to take legal proceedings.

Financial Services Compensation Scheme

Should **we** be unable to meet **our** liabilities **you** may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of **your business** and the circumstances of the claim.

Further information is available from the Financial Services Compensation Scheme. Their telephone number is **0800 678 1100** or **020 7741 4100**. Alternatively, more information can be found at www.fscs.org.uk.

Data Protection Notice

Please read this notice carefully as it contains important information about **our** use of **personal information**.

In this notice, **personal information** means any information **we** have about **you** and the other people insured under this **policy** such as any **director**, officer, **partner** or **employee** of **your business** or any other person connected with **your business**.

Sensitive information

Some of the **personal information** that **we** may ask **you** to provide is known as "sensitive personal data". This will include information relating to health issues, race, religion and any criminal convictions. **We** may need to use sensitive personal data to provide **you** with quotations, arrange and manage this **policy** and to provide the services described in this **policy** (such as dealing with claims).

How we use personal information

We are part of the Ageas group of companies. **We** may share **personal information** with other companies in the group for any of the purposes set out in this notice. If **you** want to know more about the Ageas group please go to www.ageas.co.uk

We will use **personal information** to arrange and manage this **policy**, including handling underwriting and claims and issuing renewal documents and information to **you** or **your agent**. **We** will also use **personal information** to assess **your** insurance application and provide information to credit reference agencies.

We may research, collect and use data about **you** from publicly available sources including social media and networking sites.

We may use this data for the purposes set out in this notice, including fraud detection and prevention.

We may have to share **personal information** with other insurers, statutory bodies, regulatory authorities, **our** business partners or agents providing services on **our** behalf and other authorised bodies.

We will share **personal information** with others:

- if **we** need to do this to manage this **policy** with **us** including settling claims
- for underwriting purposes, such as assessing **your** application and arranging this **policy**
- for management information purposes
- to prevent or detect crime, including fraud (see below)
- if **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the police or another authority) and/or
- if **you** have given **us** permission.

You can ask for further information about **our** use of **personal information**. If **you** require such information, please write to the Data Protection Officer at the address set out below.

Preventing and detecting crime

We may use **personal information** to prevent crime. In order to prevent and detect crime **we** may:

- check **personal information** against **our** own databases;
- share it with fraud prevention agencies. **Your personal information** will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when **you** make an application to them for financial

products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, **we** will share **your** relevant **personal information** with them. The information **we** share may be used by those companies when making decisions about **you**. **You** can find out which fraud prevention agencies are used by **us** by writing to **our** Data Protection Officer at the address set out below; and/or

- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Ltd. **We** may pass information relating to this **policy** and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers.

Dealing with others on your behalf

To help **you** manage this **policy**, subject to answering security questions, **we** will deal with **you** or any **director**, officer, **partner** or **employee** of **your business** or any other person whom **we** reasonably believe to be acting for **you** if they call **us** on **your** behalf in connection with this **policy** or a claim relating to this **policy**.

Marketing

We may use **personal information** and information about **your** use of **our** products and services to carry out research and analysis.

We will only use **personal information** to market **our** products and services to **you** if **you** agree to this.

Monitoring and recording

We may record or monitor calls for training purposes, to improve the quality of **our** service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **our** premises.

Further information

You are entitled to receive a copy of any **personal information** **we** hold about **you**. If **you** would like to receive a copy, or if **you** would like further information on, or wish to complain about, the way that **we** use **personal information**, please write to

Data Protection Officer
Ageas Insurance Limited
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA

giving **your** name, address and policy number. **We** may charge **you** a small fee for this.

If **we** change the way that **we** use **personal information**, **we** will write to **you** to let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible by writing to **us** at the address above.

You have the right to complain to the Information Commissioner's Office at any time if **you** object to the way **we**

Data Protection Notice – continued

use **your personal information**. For more information please go to www.ico.org.uk.

Finally, the **personal information** that **we** collect from **you** may be transferred to, stored and processed outside of the European Economic Area for the purposes of providing the services described in **your** policy documents. By submitting **your personal information you** are agreeing to this taking place. Where **we** do this **we** will take all reasonable steps to adequately protect **your personal information** to the same level as if it had remained in the European Economic Area.

Definitions

Words which appear in bold within this **policy** will have the meaning defined below. The Legal Expenses section has its own set of definitions within the Business Legal Guard policy wording.

Accident

Direct, physical loss or **damage** as follows:

- a electrical or mechanical **breakdown**, including rupture or bursting caused by centrifugal force
- b artificially generated electrical current, including electric arcing, that damages electrical devices, appliances or wires
- c **explosion** or **collapse** of **covered equipment** operating under steam or other fluid pressure
- d **damage** to hot water boilers or other water heating equipment, oil or water storage tanks or other **covered equipment** operating under steam or other fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such boilers or equipment
- e **damage** caused by operator error that results in the overloading of **covered equipment**.

Additional Increase in Cost of Working

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **gross revenue** which but for that expenditure would have taken place during the **indemnity period** beyond that recoverable as **increase in cost of working** wherever it is insured in the Policy.

Agent

A person or company who advises **you** on insurance and represents **you** and acts on **your** behalf when arranging insurance policies.

Biomass or Biogas Installation

Any equipment and machinery used in connection with running a biomass or biogas heating or power-generation plant, including anaerobic digesters, storage tanks, augers, screeners, scrubbers, boilers, gas engines, generators, heat exchangers, pumps and motors.

Bodily injury

Physical injury to the body caused by accidental, external, violent and visible means or exposure to the elements.

Breakdown

Breakdown of **covered equipment** consisting of:

- a 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
- b fracturing of any part of the **covered equipment** by frost when such fracture renders the **covered equipment** inoperative
- c the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary.

Buildings

The buildings at the risk address shown on the **schedule** and unless otherwise stated, any item for the insurance of buildings includes:

- a outbuildings within the boundaries of the **premises**
- b aerials, satellite dishes, security cameras and lights fixed to the exterior of the buildings
- c plant fixed to the exterior of the buildings providing air conditioning or climate control to the buildings
- d solar water heating and solar photovoltaic panels fitted to the buildings
- e fuel tanks and septic tanks connected to the buildings
- f ducting, pipes, cables, wires and control equipment incorporated in the buildings and extending to the public mains
- g walls, gates and fences around the **premises** and belonging to them
- h swimming pools, car parks, yards, roads, pavements, paths and children's play areas
- i permanently fixed lighting, seating and other external structures within the confines of the **premises**
- j landlord's fixtures and fittings excluding carpets

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

- i glass, blinds and signs
- ii shopfronts
- iii **tenants' improvements**.

Business

The business as shown on the **schedule** including:

- a the ownership, repair and maintenance of the **premises**
- b the provision of fire and security services at the **premises**
- c the provision of first aid but excluding any first aid provided by any qualified medical practitioner or nurse
- d the performance of private work undertaken by **employees** for **you**, or with **your** consent, for any **director**, **partner** or senior executive of **yours**
- e participation in exhibitions, trade shows and conferences.

Business Hours

The period during which the **premises** are occupied by **you** or a **director**, **partner** or authorised **employee** or **family** member for business purposes.

Business Money

Money held in connection with the **business** belonging to **you** or for which **you** are responsible.

Claimants' Costs and Expenses

The costs incurred by someone making a claim against **you** which **you** are legally liable to pay.

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).

Definitions – continued

Computer Equipment

- a electronic, computer or other data processing or storage equipment
- b projectors, printers, scanners and other peripheral devices used in conjunction with equipment described in a above
- c software and programs licensed to **you** and installed on equipment described in a above
- d **portable computer equipment** used for the purposes of the **business**, owned by **you** or for which **you** are responsible.

Contents of Common Areas

Contents belonging to **you** or for which **you** are responsible comprising furniture, furnishings, carpets and other **property** in the common hall, stairways and other common parts (including storage rooms and compartments) of the **premises** excluding:

- a landlord's contents
- b **valuables** (other than pictures and other works of art not exceeding £500 in respect of any one item)
- c **money**
- d audio-visual equipment
- e **computer equipment**
- f clothing and **personal belongings** (other than those belonging to **directors**, **partners** or **employees** for an amount not exceeding £500 per person)
- g **property** in the open
- h motor **vehicles**, their contents or accessories.

Contract

Any contract or agreement entered into by **you** with a principal for the purpose of carrying out work in connection with the **business**.

Consequential Loss

Consequential or indirect loss (that is any damage or additional expense, which happens as a result of, or is a side effect of, the event for which **you** are insured). This includes but is not limited to the following:

- a loss of revenue
- b loss of earnings
- c additional travel costs
- d loss assessor fees
- e the cost of preparing a claim
- f compensation for stress or inconvenience.

Covered Equipment

Equipment (owned by **you** or for which **you** are responsible) at the **premises** and which:

- a is built to operate under vacuum or pressure (other than the weight of its contents)
 - b generates, stores, transmits or converts energy
 - c is **computer equipment**.
- excluding:
- i any supporting structure, foundation, masonry, brickwork or cabinet
 - ii any insulating or refractory material
 - iii any vehicle, aircraft, floating vessels or any equipment mounted thereon (other than vehicle recovery cranes or equipment which is included but not the actual vehicle)
 - iv self propelled plant and equipment (other than fork lift trucks and pallet trucks used by **you** at the **premises**), dragline excavation or construction equipment
 - v equipment manufactured by **you** for sale

- vi safety or protective devices due to their functioning
- vii tools, dies, cutting edges, crushing surfaces, trailing cables, non metallic linings, driving belts or bands or any part requiring periodic renewal
- viii any electronic equipment (other than **computer equipment**) used for research, diagnostic, treatment, experimental or other medical or scientific purposes with a new replacement value in excess of £30,000
- ix any **manufacturing, production or process equipment** including linked **computer equipment**
- x any electricity generating equipment other than emergency back-up power equipment or wind turbines less than 10kw or photovoltaic equipment less than 50kw
- xi any kitchen and food preparation equipment, laundry and cleaning equipment, audio-visual equipment and **computer equipment** whilst in a private dwelling or private dwelling quarters (unless such equipment is owned by **you** or for which **you** are responsible)
- xii any **biomass or biogas installation**
- xiii any **hydroelectric installation**.

Damage

Accidental loss, destruction or damage.

Data

Information represented or stored electronically including but not limited to code, or series of instructions, operating systems, software, programs and firmware.

Declared Value

Your assessment of the cost of reinstatement at the level of costs applying at the inception of the **period of insurance** (ignoring inflationary factors which may operate subsequently) or in the case of a variation to a sum insured, the effective date of the variation together with due allowance for:

- a the additional cost of reinstatement to comply with public authority requirements as provided by Extension 4 – Public Authorities to Sub-Section A – Buildings
- b professional fees as provided by Extension 2 – Professional Fees to the Property Section
- c removal of debris as provided by Extension 3 – Removal of Debris to the Property Section.

Deferment Period

The initial period following the **bodily injury** in which no benefit is payable as may be specified on the **schedule** or by Endorsement.

Defined Peril

- a Fire
- b Lightning
- c Explosion
- d Riot, civil commotion, labour or political disturbances
- e **Damage** by malicious persons
- f Earthquake or subterranean fire
- g Impact by:
 - i aircraft and other flying objects or articles dropped from them
 - ii vehicles, trains or trams
 - iii animals or birds
 - iv falling aerials, masts or satellite dishes
 - v falling trees and branches
- h Storm.

- i Flood
- j Escape of water from any water, drainage or heating system
- k Escape of oil from any fixed oil fired heating installation.

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to **damage**, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. **Denial of service attacks** include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Derangement

Electrical or mechanical malfunction arising from a cause internal to **computer equipment** unaccompanied by visible damage to or breaking of any parts of the equipment.

Director

A director of **you** where **you** are a limited company.

Employee

Any:

- a person under a contract of service or apprenticeship with **you**
- b prospective employee who is being assessed as to their suitability for employment
- c labour master (or labour only subcontractor) or person supplied by them
- d self-employed person used for labour only
- e person hired or borrowed by **you** from another employer including agency workers
- f volunteer or voluntary worker
- g trainee or person undertaking work for **you** under a work experience placement

whilst engaged by **you** in the course of the **business** and under **your** direct control or supervision.

Estimated Gross Profit

The amount declared to **us** by **you** as being not less than the anticipated **gross profit** for the financial year most concurrent with the **period of insurance** (increased proportionately where the maximum **indemnity period** exceeds 12 months).

Estimated Gross Revenue

The amount declared to **us** by **you** as being not less than the anticipated **gross revenue** for the financial year most concurrent with the **period of insurance** (increased proportionately where the maximum **indemnity period** exceeds 12 months).

Europe

The member countries of the European Union, the Channel Islands, the Isle of Man, Norway and Switzerland.

Excess

The first amount of a claim **you** must pay.

Explosion

The sudden and violent rending of **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.

General Contents

The contents of the **buildings** used in connection with the **business** owned by **you** or for which **you** are responsible, including:

- a machinery, plant, equipment, trade utensils, tools, implements, fixtures and fittings
 - b patterns, models or moulds
 - c computer records, business books, manuscripts, plans and designs or other documents
 - d unless specified as a separate item on the **schedule**, **computer equipment** together with other peripheral devices which are designed to be used in conjunction with such equipment for an amount not exceeding £10,000 or the general contents sum insured whichever is lower
 - e **stock** of non ferrous metals up to a limit of £7,500 unless otherwise shown on the **schedule**
 - f **directors', partners' or employees' personal belongings** up to a limit of £500 per person unless otherwise shown on the **schedule**
 - g **tenants' improvements** up to a limit of 20% of the General Contents sum insured unless otherwise shown on the **schedule**
 - h **stock** up to a limit of £50,000 any one loss which includes drugs and vaccines for an amount not exceeding £25,000 unless otherwise shown on the **schedule**
 - i wines, spirits, cigarettes, cigars and tobacco kept for entertainment purposes up to a limit of £500 in respect of any one loss
- excluding:
- i landlord's contents or landlord's fixtures and fittings
 - ii **tenants' improvements** (other than as provided by g above)
 - iii glass, blinds and signs
 - iv shopfronts
 - v **money**
 - vi **computer equipment** (other than as provided by d above)
 - vii **stock** (other than as provided by h above)
 - viii **target stock** (other than as provided by e above)
 - ix **personal belongings** (other than as provided by f above)
 - x **valuables** (other than as provided by e above and pictures and other works of art not exceeding £500 in respect of any one item).

Gross Profit

The amount by which the sum of the **turnover** and the amount of the closing **stock** shall exceed the sum of the amount of the opening **stock** and the amount of the **specified working expenses**.

Gross Revenue

The money paid or payable to **you** for **products supplied** and services provided in the course of the **business**.

Ground Heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

Hacking

Unauthorised access to any computer or other equipment or component or **system** or item which processes, stores, transmits, retrieves or receives **data**, whether owned by **you** or not.

Definitions – continued

Hydroelectric Installation

Any equipment, machinery, dam and weir used in connection with running a hydroelectric-power station, including turbines, sluice gates, screens, screeners, pumps, motors, generators, gearboxes, engines, alternators and associated equipment together with any substation and distribution transformer, switchgear, meter, cabling, telecommunication and monitoring device, building and converter housing (including fixtures and fittings), and security equipment.

Increase in Cost of Working

The additional expenditure necessarily incurred for the sole purpose of avoiding or diminishing the reduction in **turnover** which but for that expenditure would have taken place during the **indemnity period**.

Indemnity Period

The period beginning with the occurrence of the **damage** and ending not later than the last day of the maximum indemnity period shown on the **schedule** during which the results of the **business** shall be adversely or positively affected in consequence of the **damage**.

Injury

Bodily injury, death, illness or disease.

Insured Person

You, a **director**, **partner** or **employee**.

In Transit

- a being loaded on or into a **vehicle**
- b being carried by a **vehicle**
- c contained in or on a **vehicle** whilst parked or stationary during transit for a period not exceeding 24 consecutive hours
- d being unloaded off or from a **vehicle** but not including positioning, installation, commissioning or erection subsequent to unloading.

Intruder Alarm System

The component parts of intruder alarm systems including the means of communication used to transmit signals.

Landslip

Downward movement of sloping ground.

Legionellosis

Accidental **injury** caused by the escape, discharge or release of legionella bacteria from any water, air-conditioning or other purpose built system or equipment that uses water including, but not limited to, associated tanks, pipes, ducting, evaporative condensers, spa pools, saunas and Turkish baths.

Loss of Limbs, Sight, Hearing or Speech

- a Loss of Limbs:
 - i in the case of a leg or legs:
 - a loss by permanent physical severance at or above the ankle or
 - b permanent and total loss of use of an entire foot or leg.
 - ii in the case of an arm or arms:
 - a loss by permanent physical severance of the four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand) or
 - b permanent and total loss of use of an entire hand or arm.

- b Loss of Sight:
 - Irrecoverable loss of sight:
 - i in both eyes if an **insured person** is registered as severely sight impaired
 - ii in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what a person with standard vision should see at 60 feet).
- c Loss of Hearing:
 - Total and permanent loss of hearing.
- d Loss of Speech:
 - Total and permanent loss of speech.

Manufacturing Production or Process Equipment

Any machine or apparatus (other than boilers, lifts, fork lift trucks, dock levellers and lifting tables) which has a primary purpose of processing or producing a product or service intended for eventual sale by **you** and any equipment which exclusively serves such machinery or apparatus.

Media

All forms of electronic, magnetic and optical tapes and discs for use in any **computer equipment**.

Money

Coins, bank and currency notes, bankers drafts, postal and money orders, cheques, bills of exchange, warrants, travellers cheques, prepaid travel money cards, unused current postage stamps, holiday with pay stamps, stamped holiday with pay cards, National Savings Certificates, Premium Bonds, luncheon vouchers, credit and debit card sales vouchers, gift tokens, activated gift cards, consumer redemption vouchers, lottery and other prize scratch cards, top up cards, telephone cards and vouchers, prepaid travel cards, unexpired units in franking machines and VAT purchase invoices belonging to **you** or for which **you** are responsible.

Outstanding Debit Balances

The total amount of the outstanding debit balances in customers' credit accounts including hire purchase and credit sales accounts at the date of the **damage** adjusted for bad debts.

Partner

A partner of **you** where **you** are a partnership or a member of **you** where **you** are a limited liability partnership but not any member also deemed to be in **your** employment.

Period of Insurance

The period of time this **policy** is effective as shown on the **schedule** or until this **policy** is cancelled. Each renewal represents the start of a new **period of insurance**.

Permanent Total Disablement

Physical injury not resulting in death, **loss of limbs, sight, hearing or speech** which has lasted for at least one year and which solely and directly results in the permanent, total and absolute inability of the **insured person** to attend to any part whatsoever of their occupation or profession.

Personal Belongings

Items worn, used or carried in daily life, but not **money**, credit cards or items held or used for business purposes.

Phishing

Any access or attempted access to **data** or information by means of misrepresentation or deception.

Physical Injury

Bodily injury by accidental, external, violent and visible means sustained by **you**, a **director**, **partner** or **employee** in the course of the **business** where such bodily injury arises directly from assault with the intent of theft of **property** or **money** insured by this **policy**.

Policy

This policy is made up of a number of documents. These documents are the:

- a policy wording
- b Business Legal Guard policy wording if legal expenses are insured
- c **schedule**
- d endorsements
- e notice to policyholders
- f statement of fact or proposal form.

Polluting or Contaminating Substance

Any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to smoke, vapour, fumes, acids, alkalis, chemicals, dust, legionella bacteria and other micro-organisms or pathogens and waste including material to be recycled, reconditioned or reclaimed.

Pollution or Contamination

- a all pollution or contamination of buildings or other structures or of water or land or the atmosphere
- b all **injury**, **damage** or liability directly or indirectly caused by such pollution or contamination arising from any **polluting or contaminating substance**.

Portable Computer Equipment

- a Laptops, palmtops and notebooks
- b Personal digital assistants (PDAs)
- c Projectors, printers, scanners and other peripheral devices which are designed to be carried and used in conjunction with other portable computer equipment
- d Removable satellite navigation systems
- e Digital cameras

Premises

The **buildings** and the land inside the boundaries of the risk address shown on the **schedule** that are occupied or used by **you** in connection with the **business**.

Principal

Any person, firm, company, ministry or authority for whom **you** undertake work or provide **products supplied** under a contract or agreement in the course of the **business**.

Products Supplied

Any goods (including containers) sold, supplied, erected, repaired, serviced, altered, treated, installed, processed, manufactured or tested by **you** in the course of the **business**.

Property

Material property which shall not include **data**.

Rent Payable

The money paid or payable by **you** for accommodation and services provided by the landlord at the **premises**.

Rent Receivable

The money paid or payable to **you** for accommodation and services provided as landlord at the **premises**.

Schedule

The document that shows:

- a **your** name and address
- b the **business**
- c the **period of insurance**
- d the sections and sub-sections of this **policy** which are operative
- e the **excesses** which apply
- f the premium **you** must pay
- g the **property** that is insured
- h the limits of indemnity, sums insured and **indemnity periods**
- i details of any extensions or endorsements to the cover.

Secure Compound

An area that is fully enclosed by a secure perimeter wall or fence and securely locked gates.

Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings**.

Spam

Irrelevant or unsolicited messages sent electronically, typically to a large number of users for the purposes of advertising, **phishing** and spreading **viruses**.

Specified Working Expenses

- a Purchases of **stock** or **target stock**, raw materials and consumables (less discounts received)
- b Discounts allowed
- c Carriage, freight and packaging
- d Bad debts

Stock

Stock in trade, including drugs and vaccines, excluding **target stock** but including raw materials, work in progress and finished goods, owned by **you** or held in trust by **you**.

Subsidence

Downward movement of the ground beneath the **buildings** and its foundations other than by **settlement**.

System

Computers, other computing and electronic equipment linked to computer hardware, electronic data processing equipment.

Target Stock

Stock comprising cigarettes, cigars, tobacco (including e-cigarettes, e-cigars, vaporizers and accessories), wines and spirits, DVDs and compact discs, computer games, mobile phones and non ferrous metals owned by **you** or held in trust by **you**.

Temporary Total Disablement

Physical injury which solely and directly results in the total and absolute inability of the **insured person** to attend to any part whatsoever of their occupation or profession.

Definitions – continued

Tenants' Improvements

Fixtures, fittings, decorations or improvements which are fixed to and form part of the structure or fabric of the **building** and for which **you** are responsible as the tenant and not the owner of the **building** excluding:

- a **buildings**
- b landlord's contents or landlord's fixtures and fittings
- c **general contents**
- d glass, blinds and signs
- e shopfronts.

Territorial Limits

Unless otherwise stated in the **schedule** or elsewhere in this **policy**, the following territorial limits apply:

Property and Loss of Income Sections

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

Liability Section

Sub-Section A – Employers' Liability and Sub-Section D – Injury to a Working Partner or Proprietor

- a England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.
- b Rest of the world but only in respect of temporary work as provided by Extension 4 – Temporary Work Overseas to Sub-Section A – Employers' Liability.

Sub-Section B – Public Liability

- a England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.
- b Rest of the world but only in respect of temporary work as provided by Extension 10 – Overseas Personal Liability and Extension 11 – Temporary Work Overseas to Sub-Section B – Public Liability.

Sub-Section C – Products Liability

- a England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.
- b Rest of the world (but excluding **products supplied** knowingly to the United States of America or any territory within its jurisdiction or Canada).

Terrorism Extensions to the Property and Loss of Income Sections

England, Scotland and Wales but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor Northern Ireland, the Isle of Man or the Channel Islands.

Terrorism

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

Turnover

The money paid or payable to **you** for **products supplied** and services provided in the course of the **business**.

Unoccupied, Unoccupancy

- a Empty or
- b Not in use for more than 30 consecutive days.

Valuables

Jewellery, precious stones, articles made from gold, silver and other precious metals, clocks, watches, furs, photographic equipment, binoculars, telescopes, musical instruments, pictures and other works of art, rare and unusual figurines and ornaments, guns, collections of stamps, coins or medals.

Vehicle

A mechanically propelled conveyance with or without attached trailers.

Virus

Computer viruses or worms, Trojan horses, logic bombs or other malware, programming instructions or any set of instructions designed to achieve an unexpected, unauthorised or undesirable effect or operation or otherwise adversely affect computer programs, data files or operations whether involving self replication or not.

We, Our, Us

Ageas Insurance Limited.

You, Your, Yours

The person, persons or corporate body named on the **schedule** as the Insured including subsidiary companies notified by **you** and accepted by **us**.

Your Costs and Expenses

- a Costs and expenses incurred with **our** consent in defending any claim.
- b Costs incurred with **our** consent for solicitors' fees for representation at any coroner's court, fatal accident inquiry or court of summary jurisdiction (including a court of equal status in any country within **Europe**) in respect of any occurrence which may be the subject of indemnity under the Liability Section.
- c Legal costs incurred with **our** consent for defending a charge of manslaughter or any equivalent charge or a breach of health and safety at work, data protection, food safety or consumer protection legislation.

General Exclusions

These exclusions apply to the whole **policy** unless otherwise stated. Additional exclusions may apply to individual sections and sub-sections. Please refer to the section and sub-section wordings for details.

1 Radioactive Contamination

(Not applicable to Sub-Section A – Employers’ Liability of the Liability Section)

This **policy** does not cover any **damage, injury, liability or consequential loss**, directly or indirectly caused by, contributed to by or arising from:

- a ionising radiations or radioactive contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.

2 War

(Not applicable to Sub-Section A – Employers’ Liability of the Liability Section)

This **policy** does not cover any **damage, injury, liability or consequential loss** directly or indirectly caused by, contributed to by or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

3 Northern Ireland

This **policy** does not cover any **damage** to any **property** in Northern Ireland directly or indirectly caused by, contributed to by or arising from:

- a riot, civil commotion or
- b labour disturbances or malicious persons except in respect of accidental damage caused by fire or explosion.

4 Terrorism

This **policy** does not cover any **damage, injury, liability or consequential loss** directly or indirectly caused by, contributed to by or arising from:

- a **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**

except as provided by Sub-Section A – Employers’ Liability, Sub-Section B – Public Liability and Sub-Section C – Products Liability of the Liability Section of this **policy**.

In any action, suit or other proceedings, where **we** allege that by reason of this Exclusion any **damage, injury** or liability is not covered by this **policy**, the burden of proving that such **damage, injury** or liability is covered shall be upon **you**.

5 Electronic Risks

This **policy** does not cover any **damage, injury, liability or consequential loss** directly or indirectly caused by, contributed to by or arising from:

- a **damage** to any **system** or item which processes, stores, transmits, retrieves or receives **data** whether owned by **you** or not and whether tangible or intangible (including any **data** or information or programs or software) where such **damage** is caused by programming or operating error by any person,

acts of malicious persons, **virus, hacking, denial of service attack** or failure of any external network except as provided by the Property Section Sub-Section B Contents extension 11 or Loss of Income Section Sub-Section A Income/Costs Extension 13

- b the erasure, loss, distortion or corruption of **data** or unauthorised access to or modification of **data** or information on **systems** or other records, programs or software
- c any misinterpretation, use or misuse of **data** or information on **systems** or other records or software
- d unauthorised transmission of **data** to any third party, or transmission of any **virus**
- e **damage** to any other **property** directly or indirectly caused by or arising from **damage** described in a, b, c or d of this exclusion

but this shall not exclude accidental **damage** or loss of **income** which results from an insured event which is shown on the **schedule** as operative for **buildings** or **general contents** except for acts of malicious persons which do not involve physical force or violence.

6 Pollution

(Not applicable to Sub-Section A – Employers’ Liability of the Liability Section)

This **policy** does not cover any **damage** or liability directly or indirectly caused by, contributed to by or arising from **pollution or contamination** except for (unless otherwise excluded):

- a **damage** to **property** insured caused by:
 - i **pollution or contamination** which itself results from any one of Cover Causes 1 or 2
 - ii any of Cover Causes 1 or 2 which itself results from **pollution or contamination**
- b any cover provided under Sub-Section B – Public Liability and Sub-Section C – Products Liability of the Liability Section of this **policy** where the liability is shown to come within the exception to Exclusion 5 – Pollution, of the exclusions to Liability Section, Sub-Sections B and C.

7 Asbestos

This **policy** does not cover any liability of whatsoever nature arising out of mining, processing, manufacturing, removing, disposing of, distributing or storing of asbestos or products made entirely or mainly of asbestos.

This exclusion shall not apply to the removal or disposal of asbestos or products made entirely or mainly of asbestos provided:

- a such activity does not form part of **your** usual **business**
- b the discovery of asbestos is unintentional and accidental and that upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops
- c an asbestos removal contractor licensed by the Health and Safety Executive is employed as soon as practicable to make safe the area in which the discovery is made and who has employers’ and public liability insurance in force for limits no less than those stated on **your** own such policies and that such work is not excluded by the contractor’s own employers’ and public liability policy.

General Conditions

These conditions apply to the whole **policy**. Additional conditions may apply to individual sections or sub-sections. Please refer to the section and sub-section wordings for details.

1 Notice of Unoccupancy or Occupancy

You must advise **us** as soon as **you** are aware that:

- a the **premises** or a **building** or portion of a **building** has become **unoccupied**
- b an **unoccupied premises** or **building** or portion of a **building** is again tenanted.

If this Condition is not complied with, the **policy** will not cover the premises or **building** concerned unless **we** agree in writing that cover will remain operative for **unoccupied premises, buildings** or portions of **buildings**, without the requirement for referral to **us** beforehand.

2 Reasonable Precautions

You shall take all reasonable care:

- a for the safety of the **property** insured
- b to prevent accidents or disease
- c to comply with all statutory obligations and regulations imposed by any authority
- d to prevent the sale or supply of goods which are defective in any way.

3 Precedents to Liability

(Applicable to Sections 1 and 2 only)

Liability under this **policy** is conditional on **you**:

- a keeping in working order and bringing into full operation all locks, bolts, **intruder alarm systems** and other protective devices under **your** control when the **premises** are unattended
- b removing all keys to safes, doors, windows and **intruder alarms systems** under **your** control when the **premises** are unattended.

4 Misrepresentation

You must make a fair presentation of the risk to **us**. This means **you** must disclose at inception or variation to this **policy** and prior to each renewal every material circumstance which **you** know or ought to know and not make misrepresentations to **us**. If **you** do not make a fair presentation to **us**, **we** can:

- a avoid this **policy** from inception or renewal if **we** would not have issued it or continued it knowing the true situation
- b avoid a variation to this **policy** if **we** would not have accepted it had the true situation been known
- c alter the terms of this **policy** from the date the non-disclosure or misrepresentation was made to those **we** would have applied had the true situation been known
- d reduce the payment of the claim
- e cancel this **policy** from the date the non-disclosure or misrepresentation was made.

This may result in claims not being paid or not being paid in full.

5 Fraud

We will not pay for any claim that is deliberately exaggerated or where **you** or anyone acting on **your** behalf uses, or attempts to use, fraudulent, means to obtain benefits under this **policy**. If **you** or they do, or attempt to:

- a **we** will cancel this **policy** from the date of the fraudulent act
- b **we** will not refund any premiums
- c all benefit under this **policy** shall be forfeited.

We may inform the police and fraud prevention agencies of the circumstances.

6 Adjustment of Premium

If the premium or any part is calculated on estimates furnished by **you**, **you** shall supply within 30 days to **us** at the end of each period of insurance such information necessary for the adjustment of the premium and should such information differ from the estimates on which the premium has been paid the difference in premium shall be met by a further payment or refund as the case may be subject to any minimum premium.

7 Subject to Survey

If this **policy** has been issued subject to survey, then continuance of cover shall be subject to:

- a **you** allowing **us** to undertake a survey at each of **your premises** (where required) by a date agreed in writing by **us**. **We** may appoint a surveyor to do the survey for **us**
- b **you** complying with **our** acceptance criteria
- c the completion of any risk improvements required within the timeframe advised by **us**.

The cost of completing any risk improvement requirements will be met by **you**. If **you** do not allow **us** to complete the survey by the agreed date **we** may exercise **our** right to cancel this **policy** in accordance with General Condition 9 – Our Cancellation Rights. For the period between inception date and the completion date of the survey **we** agree to cover **you** in accordance with the terms, conditions and exclusions of this **policy**. In the event the survey does not reflect the details supplied to **us** by **you** or on **your** behalf, or any of the risk improvement requirements are not completed by the agreed date **we** give **you** in writing following the survey, **we** have the right to amend the premium, terms, conditions and exclusions of this **policy**, or to cancel this **policy** in accordance with General Condition 9 – Our Cancellation Rights.

8 Your Cancellation Rights

During the first **period of insurance**, **you** have the right to cancel this **policy** within 14 days of:

- a receipt of the **policy** wording and **schedule** or
 - b the inception date of this **policy**
- whichever is the later, by writing to **us** or alternatively by contacting **your agent** to confirm cancellation. Cancellation will take effect from the date that **we** or **your agent** receives **your** cancellation instructions. Provided no claim has been made and there has been no incident known to **you** prior to cancellation which may give rise to a claim, **you** will be entitled to a full refund of the premium paid. Should a claim be submitted after such refund has been provided, payment of the premium in full will be required before **we** can deal with the claim. **We** will only deal with claims occurring during the period commencing on or after inception up to the cancellation of this **policy**.

You may cancel this **policy** at any other time by writing to **us** or alternatively by contacting **your agent** to confirm cancellation. **You** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired **period of insurance** provided no claim has been made during the **period of insurance** in which the cancellation is to take effect. If a claim has been made, **we** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. **You** will not be entitled to any refund if:

- i there has been an incident known to **you** which may give rise to a claim or
- ii the cost of the claim (or the estimated cost where the claim is outstanding) is equal to or exceeds the amount of the premium paid.

9 Our Cancellation Rights

The cover provided by this **policy** shall automatically cease from the date that:

- a a liquidator, administrator or insolvency practitioner is appointed to administer **your business**
- b **your business** is permanently discontinued
- c **your** interest ceases other than as a result of **your** death unless **we** agree otherwise in writing.

In addition to a, b and c of this condition and any right to cancel under more specific conditions, **we** also have the right to cancel this **policy** at any other time by sending 14 days' notice in writing to **your** last known address. Reasons for cancellation under this condition may include but are not limited to:

- a a change to the risk which makes it one **we** would not normally accept
- b **you** failing to co-operate with or provide information to **us** which affects **our** ability to underwrite the risk.

You will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired **period of insurance** provided no claim has been made during the **period of insurance** in which the cancellation is to take effect. If a claim has been made, **we** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. **You** will not be entitled to any refund if:

- a there has been an incident known to **you** which may give rise to a claim, or
- b the cost of the claim (or the estimated cost where the claim is outstanding) is equal to or exceeds the amount of the premium paid.

10 Law Applicable to the Contract

This **policy** will be governed by English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless you live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

11 Personal Representatives

In the event of the death of any party entitled to indemnity under this **policy**, **we** will cover the deceased's personal representatives in respect of legal liability to pay **your costs and expenses, claimants' costs and expenses** and damages previously incurred by the deceased in respect of accidental:

- a **injury** or
- b **damage to property**

provided that:

- i the personal representatives comply with and are subject to the terms and conditions of this **policy** to the extent that these can apply

- ii the conduct and control of claims is vested in **us**
- iii where more than one party is entitled to indemnity under this **policy** **our** total combined liability to all parties shall not exceed the applicable limit of indemnity shown on the **schedule**.

12 Ageas Logo

The Ageas logo must not be reproduced in any form on **your** own **business** documentation without the express permission of Ageas Insurance Limited.

13 Contracts (Rights of Third Parties Act)

Except as provided by General Condition 11 – Personal Representatives, no party to this **policy** intends that any terms of this **policy** should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person, persons or corporate body who is not a party to this contract.

14 Language

The contractual terms and conditions and other information relating to this **policy** will be in the English language.

Claims Conditions

These conditions apply to the whole **policy** unless otherwise stated.

1 Claims Procedure – Your Responsibilities

Failure to comply with these responsibilities will affect the payment of any claim.

- a **You** must not negotiate or settle any claims made against **you** by anyone else or admit or deny responsibility for any incident involving **injury** to others or **damage** to their **property** unless **we** agree otherwise in writing.
- b **You** must:
 - i on discovery of any **damage** by theft or attempted theft or by malicious persons or loss of **money** give immediate notice to the police and obtain a crime reference number if a crime has been committed and provide it to **us**
 - ii notify **us** within seven days of any **damage** by riot, civil commotion, labour or political disturbances, malicious persons or theft or attempted theft. Any other incident that may give rise to a claim under this **policy** must be reported to **us** and full written particulars of the loss supplied as soon as possible after the event at **your** expense
 - iii immediately send **us** unanswered and unacknowledged any letter or notice received alleging that **you** or anyone working for **you** is responsible for causing an **injury** to any person or **damage** to any **property**. **You** must also send **us** unanswered and unacknowledged any written claim, writ, summons or other document relating to a claim and tell **us** of any pending prosecution, coroner's inquest or fatal accident inquiry and give **us** full details of any verbal claims made against **you**
 - iv take immediate action to minimise loss, prevent further **damage, injury** or **bodily injury** and avoid interruption or interference with **your business**
 - v keep all damaged **property** until **we** give permission to dispose of it
 - vi provide at **your** expense all information and assistance as **we** may reasonably require
 - vii provide, if **we** require, a statutory declaration of the truth of the claim.

2 Claims Procedure – Our Rights

We shall:

- a be allowed by **you** to enter the **premises** where **damage** has occurred and take and keep possession of any **property** insured
- b not accept any **property** being abandoned to **us**
- c have complete control of any proceedings and the settlement of any claim.

3 Subrogation

Before or after any payment is made by **us**, **we** can at **our** option:

- a negotiate, defend or settle, in **your** name and on **your** behalf, any claims made against **you**
- b take legal action in **your** name but for **our** benefit to get back any payment **we** have made under this **policy**.

4 Contribution

(Not applicable to the Liability or Personal Accident Sections)

If **you** have any other insurance policies that cover the same **damage** or liability as this **policy**, **we** will only pay **our** share of any claim.

5 Arbitration

(Not applicable to the Liability Section)

If **we** agree to pay **your** claim, but **you** disagree with the amount to be paid, such difference shall be referred to an arbitrator jointly appointed by **you** and **us** in accordance with the Arbitration Act. **You** may not take legal action against **us** over this disagreement until the arbitrators have made their decision.

6 Discharge of Liability

(Applicable to the Liability Section only)

We may, at any time, pay **you** in connection with any claim or series of claims:

- a the amount of the limit of indemnity
 - b any lower amount for which such claim or claims can be settled
- less any sum or sums already paid as damages, **claimants' costs and expenses** and **your costs and expenses**.

On payment, **we** shall relinquish the conduct and control of, and be under no further liability in connection with such claim or claims except for the payment of **claimants' costs and expenses** and **your costs and expenses** incurred prior to the date of such payment.

7 Automatic Reinstatement

(Not applicable to the Liability Section, Personal Accident Section or Sub-Section D - Money of the Property Section)

Upon notification of a claim to **us**, unless **we** or **you** give written notice to the contrary, the sums insured shall be reinstated to their full amount provided that:

- a **you** shall pay the appropriate additional premium from the date of the loss to the expiry of the **period of insurance** if **we** request the additional premium
- b the total of the amounts reinstated during any one **period of insurance** shall not exceed the sum insured shown on the **schedule**.

Cover Causes

Wherever they are referred to in this **policy**, the Cover Causes applicable are as follows:

Cover Cause 1

- a Fire but not **damage** caused by:
 - i spontaneous heating or fermentation of the **property** insured
 - ii fire as a consequence of the **property** insured undergoing any process involving the application of heat
- b Lightning
- c Earthquake, subterranean fire
- d Explosion, but not explosion of any non domestic steam pressure equipment under **your** control
- e Impact by aircraft or other flying objects or articles dropped from them.

Cover Cause 2

- a Riot, civil commotion, labour or political disturbances
- b Malicious persons but not **damage**
 - i caused by theft or attempted theft
 - ii arising when the **premises** are **unoccupied**
- c Explosion of boilers and economisers or other equipment used for non domestic purposes and which is built to operate under internal pressure due to steam only. Cover Cause 2c Explosion of boilers and economisers and other equipment is only effective for Sub-Section A – Income/ Costs of the Loss of Income Section.
- d Impact by:
 - i vehicles, trains or trams
 - ii animals or birds
 - iii falling aerials, masts or satellite dishes
 - iv falling trees and branches including the cost of removing fallen trees or branches, but only where there has been **damage to property** insured by this **policy**
- e Escape of oil from any fixed oil fired heating installation but not **damage** arising when the **premises** are **unoccupied**
- f Storm but not **damage**
 - i due to changes in the water table level
 - ii by frost, **subsidence, settlement, ground heave or landslip**
 - iii to fences, gates and moveable **property** in the open or open sided buildings or any **property** therein
 - iv caused by flood
- g Flood but not **damage**:
 - i due to changes in the water table level
 - ii by frost, **subsidence, settlement, ground heave or landslip**
 - iii to fences, gates and moveable **property** in the open or open sided buildings or any **property** therein
 - iv due to the escape of water from any water, drainage or heating system
- h Escape of water from any water, drainage or heating system but not **damage** arising when the **premises** are **unoccupied**.

Cover Cause 3

Damage but not **damage**:

- a by Cover Causes 1, 2, 4 or 5 or any of their detailed exclusions whether insured or not
- b to a building or structure caused by its own collapse or cracking
- c resulting from, or caused by, any process of production, packing, treatment, dyeing, cleaning, testing, commissioning, maintenance, alteration, restoration, servicing or repair

- d caused by:
 - i inherent vice, latent defect, gradual deterioration, wear and tear, frost, faulty or defective design, faulty or defective workmanship or materials, operational error or omission, but not excluding the subsequent **damage** which itself results from a cover cause that is otherwise operative
 - ii corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, condensation, atmospheric or climatic conditions, dampness, dryness, chipping, marring or scratching, vermin or insects
 - iii change in temperature, colour, flavour, texture or finish
 - iv joint leakage, the failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
 - v mechanical or electrical breakdown or derangement in respect of the particular machinery or equipment in which such breakdown or derangement occurs but not excluding:
 - a the subsequent **damage** which itself results from a cover cause that is otherwise operative
 - b **damage** caused by artificially generated electrical current, including electric arcing, that damages electrical devices, appliances or wires
 - vi acts of fraud or dishonesty including any collusion by **you** or **directors, partners or employees**
 - vii disappearance, unexplained or inventory shortage, misfiling or misplacing of information
 - viii or consisting of distortion, erasure or corruption of computer records or **media**.

Cover Cause 4 – Theft or attempted theft

Theft or attempted theft but not:

- a the first £500 of any loss by theft or attempted theft that does not involve entry to or exit from a **building** by forcible and violent means or that does not involve actual or threatened assault or violence, or use of force against **you** or any person lawfully on the **premises**
- b theft or attempted theft from any garden or from any yard or open space
- c theft or attempted theft arising while the **premises** are **unoccupied**
- d theft or attempted theft by any **employee** or any person lawfully on the **premises**
- e **damage** to a **building** except as provided by Extension 5 – Theft Damage to Building to Sub-Section A – Buildings and Extension 4 – Theft Damage to Buildings to Sub-Section B – Contents of the Property Section.

Cover Cause 5 – Subsidence, ground heave or landslip

Damage caused by **subsidence, ground heave or landslip** of the site on which the **property** described on the **schedule** stands but not **damage**:

- a to outbuildings, aerials, satellite dishes, security cameras, lights, air conditioning or climate control equipment, solar panels, fuel tanks and septic tanks, ducting, pipes, cables, wires, control equipment, walls, gates and fences, swimming pools, car parks, yards, roads, pavements, footpaths and

Cover Causes – continued

- children’s play areas, unless the structure of the building which they are ancillary to is damaged at the same time by the same cause
- b to solid floor slabs or **damage** from solid floor slabs moving, unless the foundations underneath the outside walls of the main building are damaged at the same time and by the same cause
- c caused by or consisting of:
 - i **settlement** (including the normal **settlement** or bedding down of new structures)
 - ii compaction or movement of infill or made up ground
 - iii coastal or river erosion
 - iv defective design or faulty workmanship or the use of defective materials or inadequate foundations
- d which originated before this cover cause was effective
- e resulting from:
 - i demolition, construction, structural alteration or repair of any **property** at the **premises**
 - ii groundwork or excavation at the same **premises**
- f for which compensation is provided under or by contract or legislation
- g resulting from loss of market value after repairs.

Property Section

Sub-Section A – Buildings

The Cover described below is only operative if shown as insured on the **schedule**.

Cover

Buildings

We will pay for accidental **damage** to **buildings** occurring during the **period of insurance** by any of the cover causes shown against each item of **buildings** on the **schedule**.

Tenants' Improvements

We will pay for accidental **damage** to **tenants' improvements** occurring during the **period of insurance** by any of the cover causes shown against each item of **tenants' improvements** on the **schedule**.

Loss of Rent

We will pay for loss of **rent payable** arising from accidental **damage** by any of the cover causes shown against Loss of Rent on the **schedule** occurring during the **period of insurance**, which makes the **buildings** uninhabitable, but only for the period necessary for the reinstatement of the **buildings**.

Extensions to Sub-Section A - Buildings

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Contracting Purchaser

Where **you** contract to sell **your** interest in a **building** insured by this sub-section, the contracting purchaser, who has not, but will complete the purchase, has the benefit of the insurance by this sub-section up to the date of completion, to the extent that the **buildings** are not otherwise insured and provided the purchaser shall comply with and be subject to the terms, conditions and exclusions of this **policy** in so far as they can apply.

2 Mortgagees

The interest of any mortgagee shall not be prejudiced by any act or neglect of the mortgagor or occupier of any **buildings** insured by this **policy** provided the mortgagee immediately upon becoming aware of such act or neglect shall give notice to **us** and pay any additional premium required.

3 Underground Services

We will pay for accidental **damage** by any of the cover causes applicable to **buildings** to underground tanks, water pipes, drains, sewers, gas pipes, electricity and telephone cables extending from the public mains to the **buildings** to the extent to which **you** are responsible for repair.

4 Public Authorities

We will pay for the additional cost of:

- a reinstating the damaged parts of the **buildings**
- b upgrading any undamaged parts of the **buildings** for an amount not exceeding 15% of the amount that would have been payable if the **buildings** had been totally destroyed incurred solely by reason of the necessity to comply with any legislation, statutory requirements or regulations or public authority byelaw, excluding:
 - i any such cost resulting from a notice served on **you** prior to the date of the **damage**

- ii the amount of any rate, tax, duty, development or other charge arising out of capital appreciation which may be payable in respect of the **buildings**.

The work of reinstatement or upgrading must be completed within 12 months of the date of the **damage** or such further period as **we** may in writing during the 12 months allow.

Our liability for **damage** to such **property** including such costs and expenses will not exceed the sum insured shown on the **schedule** (adjusted in accordance with Extension 13 – Index Linking to the Property Section).

5 Theft Damage to Buildings

If Cover Cause 4 is operative in respect of a **building**, **we** will pay for accidental **damage** to that **building** as a result of theft or attempted theft of any item or part forming part of the fabric or structure of the **building**. **Our** liability under this extension will not exceed £25,000 in respect of any one loss.

Sub-Section B – Contents

The Cover described below is only operative if shown as insured on the **schedule**.

Cover

Contents

We will pay for accidental **damage** to **general contents** and other **property** (excluding **stock** and **target stock**) occurring at the **premises** during the **period of insurance** by any of the cover causes shown on the **schedule** against each item of **general contents** and other **property**.

Stock

We will pay for accidental **damage** to **stock** and **target stock** occurring at the **premises** during the **period of insurance** by any of the cover causes shown on the **schedule** against each item of **stock** and **target stock**.

Extensions to Sub-Section B – Contents

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Worldwide Extension

We will pay for accidental **damage** to **general contents** occurring whilst temporarily removed from the **premises** and in transit to and from anywhere within the World provided that:

- a **our** liability in respect of any one single item shall not exceed £2,500
- b **our** liability under this extension shall not exceed £25,000 for any one loss
- c this cover does not apply to property in so far as it is otherwise insured
- d the cover provided by this extension does not apply to theft or attempted theft from an unattended vehicle.

2 Contracting Purchaser

Where **you** contract to sell **your** interest in any item of **general contents** or **computer equipment**, the contracting purchaser, who has not, but will complete the purchase, has the benefit of the insurance by this sub-section up to the date of completion of the purchase, to the extent that the **general contents** or

Property Section – continued

computer equipment are not otherwise insured provided the purchaser shall comply with and be subject to the terms, conditions and exclusions of this **policy** in so far as they can apply.

3 Theft of Keys

If Cover Cause 4 is operative, **we** will pay for the cost of replacing locks and keys to the **buildings, intruder alarm systems**, safes, strongrooms or tills following accidental **damage** to keys by theft or attempted theft up to £1,000 in any one **period of insurance** provided that:

- a the keys are stolen from the **buildings** or **your** private residence or the private residence of any **director, partner** or authorised **employee**
- b keys are not left in an unattended room during **business hours** unless locked in a safe, cupboard or drawer the key to which is held in the personal custody of **you, a director, partner** or an authorised **employee**.

For the purposes of this extension, 'keys' includes devices to deactivate the **intruder alarm system**.

4 Theft Damage to Buildings

If Cover Cause 4 is operative, **we** will pay for accidental **damage** to the **buildings** which **you** are responsible for repairing, and which is not otherwise insured, arising out of theft or attempted theft involving entry to or exit from the **buildings** by forcible and violent means.

5 Seasonal Increase

If **stock** or **target stock** is shown as insured on the **schedule**, the sums insured shown against each item is automatically increased by 25% during the months of November and December and the 30 days preceding Easter Sunday or other religious festival observed by the **business** (unless otherwise shown on the **schedule**).

6 Temporary Removal of General Contents

We will pay for accidental **damage** to **general contents** by any of the cover causes shown on the **schedule** against **general contents** to:

- a computer records, business books, manuscripts, plans and designs or other documents whilst temporarily removed from the **premises**
- b other **general contents** whilst temporarily removed from the **premises** for cleaning, renovation, repair or similar purposes including whilst in transit within the **territorial limits** and travelling between the specified territories provided that **we** shall not be liable for:
 - i **property** held by **you** in trust (other than **general contents**)
 - ii theft or attempted theft from a building that does not involve entry to or exit from the building by forcible and violent means or that does not involve actual or threatened assault or violence, or use of force against **you** or any person lawfully in the building.

Our liability under this extension will not exceed:

- a 10% of the sum insured for **general contents** shown on the **schedule** or
- b £100,000

whichever is lower in respect of any one loss.

7 Exhibitions, Trade Shows or Conferences

We will pay for accidental **damage** to **general contents** and **stock** by any of the cover causes shown on the **schedule** against each

item of **general contents** and **stock** whilst in any buildings being used for an exhibition, trade show or conference, in which **you** are a participant, anywhere within the **territorial limits** including whilst in transit to and from such buildings provided that **we** shall not be liable for theft or attempted theft:

- a from an unattended **vehicle**
- b from any display or stand that has been left unattended by **you, a director, partner** or **employee** during exhibition, trade show or conference hours
- c from a building outside exhibition, trade show or conference hours that does not involve entry to or exit from the buildings by forcible and violent means or that does not involve actual or threatened assault or violence, or use of force against **you** or any person lawfully in the building.

Our liability under this extension will not exceed £10,000 in respect of any one loss.

8 Expediting Expenses

We will pay for the extra cost to make temporary repairs and expedite permanent repairs to, or permanent replacement of **property** which is the subject of a valid claim under this sub-section. **Our** liability under this extension will not exceed £20,000 in respect of any one loss.

9 Hire of Substitute Item

We will pay the hire charges incurred by **you** for the necessary hire, following accidental **damage** to **property** during the **period of insurance** which is the subject of a valid claim under this sub-section, of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged. **Our** liability under this extension will not exceed £10,000 in respect of any one loss.

10 Costs of Reinstating Data

We will pay for costs incurred in recreating or reinstating onto **media, data** damaged as a result of accidental **damage** to insured **computer equipment**.

Our liability under this extension will not exceed £50,000 in respect of any one loss.

11 Third Party Storage Locations

If **general contents** or **stock** are shown as insured on the **schedule**, **we** will pay for accidental **damage** to such **general contents** or **stock** by any of the cover causes shown against each item whilst temporarily stored inside any building within the **territorial limits** provided that:

- a **we** shall not be liable for theft or attempted theft from a building that does not involve entry to or exit from the building by forcible and violent means or that does not involve actual or threatened assault or violence, or use of force against **you** or any person lawfully in the building
- b storage locations do not include exhibition venues or **contract sites**

Our liability under this extension will not exceed £10,000 at any one location and £20,000 in respect of all locations (unless otherwise shown on the **schedule**).

12 Hacking and Viruses

We will pay for costs incurred during the **period of insurance**:

- a in retrieving, restoring or replacing any **media** or **data** for which **you** are responsible as a result of **hacking, denial of service attack, phishing, virus** and **spam**
 - i on **your** computer system

- ii that has emanated or passed through **your** computer system but retained on a cloud computing system
- b arising from unauthorised calls or unauthorised use of **your** bandwidth as a result of **hacking, denial of service attack, phishing, virus and spam**.

The most **we** will pay under this extension shall not exceed £10,000 in respect of any one loss.

Condition Precedent to Liability - Sub-Section B – Contents

Cellars and Basements Condition

It is a condition precedent to **our** liability to pay for **damage** caused by storm, flood or escape of water that all **stock, target stock** or customers' goods contained in any cellar, basement or sub-basement must be kept on racks or shelves at least 30 centimetres above floor level.

Sub-Section C – Glass, Blinds and Signs

The cover described below is only operative if shown as insured on the **schedule**.

Cover

We will pay for accidental **damage** occurring at the **premises** during the **period of insurance** by Cover Causes 1, 2, 3 and 4, to:

- a any glass fitted to the exterior of the **buildings**
- b **property** insured by this section, within any display windows caused by breakage of any glass
- c fixed glass, (including interior showcases and mirrors), inside the **buildings** up to an amount not exceeding £2,500 in respect of any one loss
- d external signs up to an amount not exceeding £1,500 in respect of any one loss
- e sanitary ware, if the cost of replacement has to be paid by **you**, up to an amount not exceeding £1,500 in respect of any one loss
- f external blinds up to an amount not exceeding £2,500 in respect of any one loss
- g framework following breakage of fixed glass
- h lettering on glass
- i alarm foil for which **you** are responsible.

We will also pay for the cost of boarding up prior to the replacement of any glass insured by this sub-section and the cost of reinstating **intruder alarm systems** at the **premises** damaged as a result of glass breakage covered under this sub-section.

For the purposes of this sub-section, 'glass' will also mean any glass substitute material.

Exclusions to Sub-Section C – Glass, Blinds and Signs

We will not pay for:

- a **damage** arising:
 - i from repairs or alterations to the **premises**
 - ii in **unoccupied premises**
- b **damage** which occurred prior to the commencement of cover under this sub-section
- c **damage** to any glass or sanitaryware comprising samples or display materials held in connection with the **business**
- d scratching or chipping of glass
- e **damage** to electrical signs by:
 - i rust or other gradually operating cause
 - ii mechanical or electrical breakdown
- f **damage** to tubes within electrical signs unless the surrounding glass is fractured at the same time

- g **damage** arising from repair, removal or erection of glass, blinds, signs or sanitaryware
- h scratching, chipping or cracking of sanitaryware unless there is breakage or complete fracture of such a nature as to render such article totally unserviceable.

Sub-Section D – Money

The cover described below is only operative if shown as insured on the **schedule**.

Cover

Business Money

We will pay for accidental **damage** by Cover Causes 1, 2, 3 and 4 to **business money** occurring during the **period of insurance** as shown on the Table of Cover.

Safes, Strongrooms, Tills and Stamp Franking Machines

We will pay for accidental **damage** by Cover Cause 4 occurring during the **period of insurance** to any safe or strongroom or till or any stamp franking machine owned by **you** or for which **you** are responsible as shown on the Table of Cover.

Table of Cover

Cover description and locations	Limit (any one loss)
1 Business money – other than crossed cheques, crossed warrants, crossed postal and money orders, credit and debit card sales vouchers and Value Added Tax purchase invoices: <ul style="list-style-type: none"> a in the buildings during business hours b in transit to and from the premises whilst in your custody or in the custody of any director, partner or authorised employee or whilst in a bank night safe c whilst at your private residence or the private residence of any director, partner or authorised employee d in the buildings whilst the business money is left unattended or outside business hours and not secured in a locked safe or strongroom e in the buildings outside business hours and secured in a locked, unspecified safe or a locked strongroom f in the buildings outside business hours and secured in a locked, specified safe, if shown on the schedule g in cash operated machines at the premises h in automated teller machines (ATMs) at the premises 	See schedule See schedule £500 £500 £2,500 See schedule See schedule See schedule
2 Crossed cheques, crossed warrants, crossed postal and money orders, credit and debit card sales vouchers and Value Added Tax purchase invoices	£250,000
3 Safes, strongrooms, tills and stamp franking machines	Cost of repair or replacement

Property Section – continued

Basis of Settlement – Sub-Section D – Money

For items 1 a, b, f, g and h, the most **we** will pay is the limit shown on the **schedule** at the time of the **damage**.

For items 1 c, d, e, and 2, the most **we** will pay is the limit shown in the Table of Cover at the time of the **damage**.

For item 3, the most **we** will pay is the cost of repair or replacement at the time of the **damage**.

Extensions to Sub-Section D – Money

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Theft without Force and Violence

For **property** insured by this sub-section, theft or attempted theft is covered whether or not the theft or attempted theft involves entry to or exit from a **building** by forcible and violent means or actual or threatened assault or violence, or use of force against **you** or any person lawfully on the **premises**.

2 Theft by Directors, Partners or Employees

We will pay for **damage** to **business money** arising from theft by, or the fraud or dishonesty of, another **partner** or **director** or any **employee** (excluding sole **directors**) provided discovery occurs within seven days of the event.

Exclusions to Sub-Section D – Money

1 Employees

We will not pay for any **damage** to **business money**:

- arising from theft by, or the fraud or dishonesty of, any **employee** or **director** which is covered by any other insurance policy or Sub-Section I – Employee Dishonesty of this **policy**
- caused by any act of any **employee** not normally resident within the **territorial limits**
- caused by any act of any labour master or labour only subcontractor or person hired or borrowed by **you** from another employer.

2 Transit by Employees

We will not pay for any loss of or **damage** to **business money** whilst in the possession of **employees** delivering or collecting **business money** other than delivery or collection by authorised **employees** to or from the **premises** and **your** bank.

3 Error or Omission

We will not pay for shortage due to error or omission.

4 Unattended Vehicles

We will not pay for **damage** to **business money** left unattended by **you**, a **director**, **partner** or **employee** in a **vehicle**.

5 Forgery and Fraud

We will not pay for any **damage**:

- resulting directly or indirectly from forgery, fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer
- resulting from use of any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable or irrecoverable for any reason.

Conditions Precedent to Liability – Sub-Section D – Money

1 Key Security

It is a condition precedent to **our** liability to pay claims for theft or attempted theft of **business money** from a safe, strongroom

or till that the keys to such safes, strongrooms or tills are:

- held in the personal custody of **you**, a **director**, **partner** or authorised person or
- locked in a safe, cupboard or drawer the key to which is held in the personal custody of **you**, a **director**, **partner** or authorised person.

2 Money in Transit

Where the limit shown on the **schedule** in respect of item 1b exceeds £3,000, it is a condition precedent to **our** liability pay claims for theft or attempted theft of **business money** in transit, that all transits of **business money**:

- where the amount carried is above £3,000 at any one time but no more than £5,000, must be undertaken by at least two persons together
- where the amount carried is above £5,000 at any one time but no more than £8,000 must be undertaken by at least three persons together
- where the limit shown on the **schedule** in respect of item 1b exceeds £8,000, transits of more than £8,000 at any one time must be undertaken by a specialist security carrier.

Sub-Section E – Assault by Thieves

The cover described below is only operative if shown as insured on the **schedule**.

Cover

We will pay **you** the appropriate benefits shown in the Table of Benefits if during the **period of insurance** an **insured person** is assaulted during theft or attempted theft of **property** or **money** insured by this **policy** and:

- suffers **physical injury** which, independently of any other cause and within two years of the **physical injury**, results in death, **temporary total disablement**, **loss of limbs, sight, hearing or speech** or **Permanent Total Disablement**
- sustains **damaget** to their **personal belongings**.

Table of Benefits	Benefit
1 Temporary Total Disablement (payable up to 104 weeks)	£100 per week
2 Loss of Limbs, Sight, Hearing or Speech	£10,000
3 Permanent Total Disablement	£10,000
4 Death	£10,000
5 Personal Belongings	Up to £500 per insured person

Payment of Benefits

Unless **we** agree otherwise in writing any claim under this sub-section will commence with payment of Benefit 1. If during the progress of a claim **we** agree with **you** that it is more appropriate to progress to Benefits 2 or 3, all amounts paid or payable under Benefit 1 will be deducted from any sum paid under Benefits 2 or 3 in respect of the same **physical injury**.

If a payment is made under Benefit 4, all amounts paid or payable under Benefits 1, 2 or 3 will be deducted from any sum paid under Benefit 4 in respect of the same **physical injury**.

Payment under Benefit 1 will be made when the total amount payable has been agreed or, if **you** request and **we** agree, at intervals of 4 weeks in arrears.

The maximum period for which payments will be made under Benefit 1 for any one incident or series of incidents occurring in any one **period of insurance** in respect of any one person is 104 weeks from the commencement of the disablement.

For **personal belongings**, we will pay the full cost of replacement as new which shall be:

- a where any item of **personal belongings** is damaged, the repair of the **damage** and the restoration of the damaged portion to a condition substantially the same but not better or more extensive than its condition when new
- b where any item of **personal belongings** is lost, destroyed or damaged beyond repair, its replacement by similar **property** in a condition equal to but not better or more extensive than its condition when new.

For **personal belongings**, the maximum amount we will pay for **damage** is the amount shown in the Table of Benefits.

Extension to Sub-Section E – Assault by Thieves

Medical Expenses

When a payment is made under Benefits 1, 2, 3 or 4 we will also pay for medical expenses incurred and arising from treatment following **physical injury** to an **insured person** during the **period of insurance** up to a maximum limit of £250 in respect of any one incident.

Conditions to Sub-Section E – Assault by Thieves

1 Medical Consultation

If you, a **director**, **partner** or **employee** sustains a **physical injury** which may result in a claim under this sub-section, such person shall consult a duly qualified medical practitioner and follow any medical advice given.

2 Discharge of Liability

When a payment is made to you, a **director**, **partner** or **employee** under Benefits 2, 3 or 4 our liability under this section shall then cease in respect of that person.

3 Evidence of Bodily Injury

Where a claim is made for Benefits 1, 2 or 3 all certificates, information and evidence we reasonably require shall be provided to us at your expense. You, a **director**, **partner** or **employee** will agree to medical examination, when reasonably required, at our expense during the period of incapacity. If the requirement for documents or attendance at examinations at our request is not complied with, we will stop all payments under this sub-section and rights to benefit will be forfeited until the requested documentation is provided in its entirety or such person submits to examination within 30 days of being asked or a longer period mutually agreed by you and us.

Where a claim is made for Benefit 4 we may require a post mortem at our expense.

Sub-Section F – Specified Property

The cover described below is only operative if shown as insured on the **schedule**.

Cover

We will pay for accidental **damage** by Cover Causes 1, 2, 3 and 4 to **property** as shown on the **schedule**, owned by you or for which you are responsible, occurring during the **period of insurance** and whilst within the **territorial limits** shown on the **schedule**.

Extension to Sub-Section F – Specified Property

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

Theft without Force and Violence

For **property** insured by this sub-section, theft or attempted theft is covered whether or not the theft or attempted theft involves entry to or exit from a building by forcible and violent means or actual or threatened assault or violence, or use of force against you or any person lawfully on the premises.

Conditions Precedent to Liability - Sub-Section F – Specified Property

1 Unattended Vehicles

Whenever a **vehicle** containing **property** is left unattended by you, any **director**, **partner** or **employee** it is a condition precedent to our liability to pay claims that:

- a all doors, windows, sunroofs or other openings must be securely shut and
- b all doors to the **vehicle** or any other lockable openings (including the boot) must be securely locked and
- c any immobiliser and alarm must be set to be fully operational and
- d all keys or electronic devices to lock or unlock the **vehicle** or to operate any other vehicle security equipment or system must be removed from the **vehicle**.

2 Overnight Vehicle Security

Whenever a **vehicle** being used for the transport of **property** is left unattended by you, any **director**, **partner** or **employee** it is a condition precedent to our liability to pay claims that the **vehicle** is, between 21:00hrs and 06:00hrs, stored in a locked and secure building or a **secure compound** with the **vehicle** secured in accordance with Condition 1 – Unattended Vehicles of this sub-section.

Exclusion to Sub-Section F – Specified Property

Theft of Unattended Property

We will not pay for **damage** caused by theft or attempted theft of **property** left unattended by you, any **director**, **partner** or **employee** unless contained in a:

- a **vehicle** and Conditions 1 and 2 of this sub-section have been complied with
- b locked and secure building when away from the **premises**.

Sub-Section G – Machinery and Computer Equipment Breakdown

The cover described below is only operative if shown as insured on the **schedule**.

Cover

We will pay for loss caused by:

- a an **accident** to **covered equipment**
- b an **accident** to or **derangement** of **computer equipment**.

All **accidents** that are the result of the same event will be considered one **accident**.

Limit of Indemnity

Our liability for each item under this sub-section in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause will not exceed the amount of the limit stated for that item on the **schedule**.

Our liability in respect of **portable computer equipment** for any one claim will not exceed £5,000.

Property Section – continued

Extensions to Sub-Section G – Machinery and Computer Equipment Breakdown

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Expediting Expenses

We will pay for the extra cost to make temporary repairs and expedite permanent repairs to, or permanent replacement of, damaged **covered equipment** which is the subject of a valid claim under this sub-section.

Our liability under this extension will not exceed £20,000 for any one **accident**.

2 Hire of Substitute Item

We will pay the hire charges incurred by **you** for the necessary hire, following an **accident** to **covered equipment** during the **period of insurance** which is the subject of a valid claim under this sub-section, of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged.

Our liability under this extension will not exceed £10,000 for any one **accident**.

3 Costs of Reinstating Data

We will pay for the costs incurred in recreating or reinstating onto **media, data** lost or damaged in consequence of an **accident** to, or **derangement** of, **computer equipment**. In addition, we will pay costs incurred with **our** prior consent in minimising or preventing the resulting interruption of or interference with **your** computer operations.

Our liability under this extension will not exceed £50,000 for any one **accident**.

We will not pay for loss of or **damage** to software.

4 Hazardous Substances

We will pay for the additional cost to repair or replace **covered equipment** because of contamination by a hazardous substance, other than ammonia, that has been declared hazardous to health by a governmental agency including any additional expenses incurred to clean up or dispose of such **covered equipment**.

Our liability under this extension will not exceed £10,000 for any one **accident**.

5 Storage Tanks and Loss of Contents

We will pay for damage caused by an **accident** to oil storage tanks or water tanks including connected pipework belonging to **you** or for which **you** are responsible at the **premises** including the loss of the contents of oil storage tanks caused by:

- a leakage, discharge or overflow from the oil storage tanks caused by or resulting from an **accident**
- b contamination of the contents of oil storage tanks caused by or resulting from an **accident** including cleaning costs incurred as a result of such loss.

Our liability under this extension will not exceed £10,000 for any one **accident**.

6 Damage to Own Surrounding Property

We will pay for damage to **property** at the **premises** belonging to **you** or in **your** custody and control and for which **you** are responsible directly resulting from the **explosion** or **collapse** of any **covered equipment** operating under steam pressure.

Our liability under this extension will not exceed £1,000,000 for any one **accident**.

7 Debris Removal

We will pay for costs incurred in the removal of debris and protection of **covered equipment** following an **accident**.

Our liability under this extension will not exceed £25,000 for any one **accident**.

8 Repair Costs Investigation

We will pay for costs incurred with **our** consent relating to repair, investigations and tests by consulting engineers for damage to **covered equipment** following an **accident**.

Our liability under this extension will not exceed £25,000 for any one **accident**.

9 Public Authorities

If an **accident** to **covered equipment** causes **damage** to **buildings** insured by this **policy**, we will pay for the additional cost of:

- a reinstating the damaged parts of the **buildings**
 - b upgrading any undamaged parts of the **buildings**
- for an amount not exceeding 15% of the amount that would have been payable if the **buildings** had been totally destroyed incurred solely by reason of the necessity to comply with any legislation, statutory requirements or regulations or public authority byelaw, excluding:
- i any such cost resulting from a notice served on **you** prior to the date of the **damage**
 - ii the amount of any rate, tax, duty, development or other charge arising out of capital appreciation which may be payable in respect of the **buildings**.

The work of reinstatement or upgrading must be completed within 12 months of the date of the **damage** or such further period as **we** may in writing during the 12 months allow.

Our liability for **damage** to such **property** including such costs and expenses will not exceed the sum insured shown on the **schedule** for **buildings** under Sub-Section A – Buildings of this section (adjusted in accordance with Extension 13 – Index Linking to the Property Section).

Exclusions to Sub-Section G – Machinery and Computer Equipment Breakdown

1 Pressure Testing and Insulation Testing

We will not pay for damage caused by or resulting from 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 Damage to Data and Media

We will not pay for **damage** to **data** or **media** of any kind caused by:

- a programming error or programming limitation
- b computer **virus**
- c introduction of malicious code
- d loss of data (other than as provided for under Extension 3 – Costs of Reinstating Data)
- e loss of access
- f loss of use
- g loss of functionality.

3 Gradually Operating Causes

We will not pay for **damage** caused by or resulting from depletion, deterioration, corrosion, erosion, wear and tear or other gradually developing conditions but if **damage** results from an **accident**, we will be liable to pay for that resulting **damage**.

4 Resetting

We will not pay for **damage** caused by any condition which can be corrected by resetting, calibrating, realigning, tightening, adjusting or cleaning or by the performance of maintenance but if the **damage** is caused by an **accident**, we will be liable for that resulting **damage**.

5 Maintenance Agreements

We will not pay for **damage** recoverable under a maintenance agreement or any warranty or guarantee.

Conditions to Sub-Section G – Machinery and Computer Equipment Breakdown

1 Precautions

You shall take reasonable care to:

- a comply with any statute or order
- b ensure that insured items are properly maintained and used in accordance with the manufacturer's recommendations
- c prevent loss or **damage**.

2 Back-up Procedures

You shall maintain a minimum of two generations of back-up computer records. These must be checked for accuracy and integrity to ensure a precise match with the source data, be capable of restoration and be taken at intervals no less frequently than every 48 hours. You must take all reasonable precautions to store and maintain records in accordance with the recommendations of the makers of the storage devices used.

Sub-Section H – Deterioration of Refrigerated Stock

The cover described below is only operative if shown as insured on the **schedule**.

Cover

We will pay for accidental **damage** to **stock** occurring at the **premises** during the **period of insurance** whilst contained in freezer or refrigerator cabinets, cold rooms or cold stores by deterioration or putrefaction resulting from:

- a breakdown or failure of a cabinet, cold room or cold store due to its own inherent defect, or **damage** that includes the non-operation of any thermostatic or automatic device controlling the cabinet, cold room or cold store
- b accidental failure of the supply of electricity to the cabinets, cold room or cold store
- c escaping refrigerant or refrigerant fumes due to any accidental cause.

Exclusion to Sub-Section H – Deterioration of Refrigerated Stock

Electricity Supply Failure

We will not pay for **damage** as a result of load shedding or suspension of any electricity companies' supply.

Condition to Sub-Section H – Deterioration of Refrigerated Stock

Co-insurance

If the freezer, refrigerator cabinet, cold room or cold store in which the **damage** occurs:

- a is more than 15 years old at the time of the **damage** or

b is more than two years old and not subject to an annual inspection and maintenance contract

you will be required to pay the first 20% or the first £500, whichever is the greater, of the amount payable in respect of any one claim.

If a or b do not apply, you will only be required to pay the first £250 provided you send us the following:

- i in respect of item a, verification of age in the form of an original purchase receipt or manufacturers' warranty or guarantee
- ii in respect of item b, documentary evidence of the annual inspection and maintenance contract.

Basis of Settlement – Sub-Section H – Deterioration of Refrigerated Stock

The basis of settlement in respect of any claim under this sub-section shall be the amount paid by you for such **stock**.

Sub-Section I – Employee Dishonesty

The cover described below is only operative if shown as insured on the **schedule**.

Cover

We will cover you in respect of:

- a loss of **money** or **property** belonging to you or for which you are responsible caused by an act of fraud or dishonesty by an **employee** described on the **schedule** committed in the course of their employment during the **period of insurance** and discovered within 24 months of the act of fraud or dishonesty
- b auditors' fees incurred with our written consent solely to substantiate the amount of a claim under this sub-section
- c the cost of rewriting or amending the software, programs or systems where such rewriting or amending is necessary to correct the programs or amend the security codes following the fraudulent use of computer hardware or software, programs or computer systems the subject of a valid claim under this sub-section.

Limit

For specified **employees**, our liability shall be limited to the limit applicable to the **employee** involved.

In the event that one claim is caused by two or more **employees** acting in collusion, our liability shall be limited to the higher of the individual limits applicable to the **employees** involved.

Extension to Sub-Section I – Employee Dishonesty

(Subject to the terms, conditions and exclusions of this sub-section, this section and this policy)

Previous Insurance

We will cover you in respect of any loss committed during the period of a previous insurance which is not recoverable under the previous insurance solely because the period allowed for discovery has expired provided that:

- a discovery of the loss occurs during the continuation of the insurance provided by this sub-section
- b the previous insurance had been continuously in force from the time of the loss until inception of the insurance provided by this sub-section
- c the loss would have been insured by this sub-section had it been in force at the time of the loss.

Our liability under this extension will not exceed:

- i the amount that would have been recoverable under the previous insurance or

Property Section – continued

ii the sum insured shown in the **schedule** for this sub-section whichever is lower.

For the purposes of this extension only, 'previous insurance' shall mean an employee dishonesty or fidelity guarantee insurance effected by **you** and in force immediately prior to this sub-section and Condition 2 – Other Insurances will not apply.

Exclusions to Sub-Section I – Employee Dishonesty

We will not pay for:

- a **consequential loss**
- b loss caused by any act of any **employee** committed prior to the commencement of cover applicable to that **employee**
- c any monies which would have been payable by **you** to an **employee** but for the **employee's** dishonesty
- d loss caused by any act of any **employee** not normally resident within the **territorial limits**
- e loss caused by any act of any:
 - i labour master or labour only subcontractor
 - ii person hired or borrowed by **you** from another employer
 - iii **director** who controls more than 5% of the issued share capital of the company or companies insured by this **policy**
- f loss for which a claim has been made under extension 2 Employees to Sub-Section D – Money.

Condition Precedent to Liability – Sub-Section I – Employee Dishonesty

Minimum Standards of Control

It is a condition precedent to **our** liability to pay claims under this sub-section that the following minimum standards of control are complied with:

1 Auditors

Your accounts, including those of all subsidiary companies insured by this **policy**, must be examined by external auditors every 12 months. All recommendations of the auditors must be implemented.

2 Cheque signing

- a All cheques or other bank instruments drawn for more than £5,000 must have two manually applied signatures added after the amount has been inserted.
- b No cheque or other bank instrument may be signed until one signatory has examined the supporting documentation.
- c **Your** bank has been instructed not to pay cheques or instruments unless signed by two authorised signatories.

3 Payroll

- a Where **employees** are not paid by crossed cheque or credit transfer the cost of the payroll must be subject to an independent check before payment to ensure that the total amount drawn is correct.
- b At least quarterly, and independently of persons responsible, the payroll must be checked to minimise the possibility that fictitious names and enhanced payments have been included.

4 Stocktaking

There must be a physical check on all **stock**, **target stock** and materials held against verified stock records independently of **employees** responsible at least every 12 months.

5 Ordering Goods

Different persons, acting independently, must be responsible for the ordering of **stock**, **target stock** and materials, the recording of receipt of such and the authorising of payment for them.

6 Computer Security

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

7 Reconciliation

Bank statements, stamped bank paying in slips, receipts, counterfoils and vouchers must be checked at least monthly against cash book entries and the balance tested with cash and un-presented cheques. This must be done independently of the **employee**:

- a making the cash book entries
- b signing cheques
- c paying into the bank.

Conditions to Sub-Section I – Employee Dishonesty

1 References

You must obtain satisfactory references to confirm the honesty of each **employee** who will be responsible for **money**, goods, accounts, computer operations or computer programming engaged after commencement of this **policy**. Such references must be obtained directly from former employers for the three years immediately preceding engagement and before the **employee** is entrusted without supervision.

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

In respect of **employees** joining directly from full or part time education, government sponsored youth training schemes, or who are returning to work after a gap of more than three years, one character reference shall be obtained.

2 Other Insurances

If at the time of loss of **money** or **property** owned by **you** or for which **you** are responsible or at the time a claim for such **money** or **property** arises **you** are or would but for the existence of this insurance be entitled to indemnity under any other insurance or to recovery under any guarantee or indemnity fund, **we** shall not be liable except in respect of any excess beyond the amount which would have been payable under such other insurance, guarantee or fund had this insurance not been effected.

Extensions to the Property Section

(Subject to the terms, conditions and exclusions of this section and this **policy**)

1 Non Invalidation

The insurance under this section shall not be invalidated by any act or omission or alteration unknown to **you** or beyond **your** control whereby the risk of **damage** to insured **property** is increased as long as immediately **you** become aware of the increase in risk **you** inform **us**. **We** will have the right to vary the terms or invoke the cancellation of this **policy** as detailed in General Condition 6 – Our Cancellation Rights.

2 Professional Fees

The sum insured on each item insured by this section includes an amount in respect of architects', surveyors', legal and consulting engineers' fees. **We** will pay for fees incurred solely in connection with the repair or reinstatement of **property** excluding **stock** or **target stock**.

3 Removal of Debris

(Not applicable to Sub-Section G – Machinery and Computer Equipment Breakdown)

We will pay for the cost of:

- a removal of debris of insured **property** or
- b dismantling, demolishing, or shoring or propping of the insured **building**

resulting from accidental **damage** to **property** or **buildings** as shown on the **schedule** by the any of the cover causes shown on the **schedule** against each item of **property** or **buildings** occurring during the **period of insurance** within the **territorial limits** excluding:

- i costs incurred in removing debris except from the site of such **damage** and the area immediately adjacent to such site
- ii costs arising from **pollution or contamination** of **property** or **buildings** not insured by this section.

4 Parent and Subsidiary Companies

In the event of a claim arising under this section we agree to waive any rights, remedies or relief to which we become entitled by subrogation against any company standing in the relation of parent or subsidiary to you or any company which is a subsidiary of a parent company of which you yourself are a subsidiary in each case as defined in current legislation.

5 Damage by Emergency Services

We will pay for costs and expenses incurred by you with our prior consent in repairing, reinstating or making good, **damage** to **property** and grounds at the **premises** caused by emergency services equipment and personnel in the course of effecting a rescue of persons within the **buildings** where there is believed to be a threat to their lives, or combating or reducing **damage** to **property**.

Our liability under this extension will not exceed £10,000 in respect of any one loss.

6 Capital Additions

Where **buildings** or **general contents** are shown as insured on the **schedule**, we will pay for accidental **damage** by the cover causes shown against such items on the **schedule** to:

- a alterations and additions to, but not appreciation in value of, the **buildings** and **general contents** insured by this **policy**
- b any newly acquired **buildings**
- c any newly acquired **general contents**

within the **territorial limits** so far as they are not otherwise insured provided that:

- i you tell us of the alteration, addition or acquisition within 30 days of it occurring
- ii you request a change in this **policy** to cover the alteration, addition or acquisition or arrange specific insurance and
- iii you will then pay an additional premium and we will tell you of any changes to the terms, conditions and exclusions of this **policy**.

Our liability under this extension at any one location will not exceed £250,000 or:

- a in respect of **buildings**, 10% of the total sum insured on **buildings**
- b in respect of **general contents**, 10% of the total sum insured on **general contents**
- c in respect of **buildings** and **general contents** combined, 10% of the combined total sum insured whichever is lower.

For the purposes of this extension only, the definition of **buildings** and **general contents** includes any newly acquired property pending notification to us within the 30 day limit.

7 Trace and Access

We will pay for the costs incurred with our prior consent in:

- a locating the source of an escape of water or fuel oil from any fixed pipe or apparatus on the **premises**
- b removing any walls, floors or ceilings for access and repairing or replacing them after repair of such pipe or apparatus has been completed

provided that we will not pay the cost of repairs to the actual pipes or apparatus.

Our liability under this extension will not exceed £5,000 in respect of any one loss.

8 Clearing of Drains

We will pay for costs and expenses incurred in cleaning, clearing or repairing drains, gutters or sewers at the **premises**, for which you are responsible, as a consequence of accidental **damage** by any of the cover causes shown on the **schedule** against **general contents**.

Our liability under this extension will not exceed £10,000 in respect of any one loss.

9 Workmen

You can engage workmen to carry out repairs and general maintenance to the **premises** but if the work they are engaged for or are required to do involves:

- a structural alteration
- b demolition or partial demolition
- c compromising the security protections to the **premises** that you have told us about and which we require as a condition of your insurance
- d the closure of the **premises** or the occupant being required to vacate them

you must provide us with full details, and obtain our agreement, before work is commenced and we may advise you of restrictions to be imposed or the additional terms we require in order for cover to continue.

10 Loss of Oil and LPG

We will pay for the cost to replace oil or LPG accidentally lost from a fixed heating installation as a result of accidental **damage** to the fixed heating installation at the **premises** by any of the cover causes shown on the **schedule** against **general contents** provided that we shall not be liable for:

- a any loss not discovered within 180 days
- b any loss occurring when the **building** or self contained unit within a **building** in which the loss occurs is **unoccupied**.

Our liability under this extension will not exceed £2,500 in respect of any one loss.

11 Metered Water and Gas Charges

We will pay for metered water or gas charges you are responsible for following accidental **damage** by any of the cover causes shown on the **schedule** against **general contents** to the apparatus after the point of the service feed to the **premises** provided that we shall not be liable for:

- a any damage not discovered within 180 days
- b any **damage** occurring when the **building** or self contained unit within a **building** in which **damage** occurs is **unoccupied**.

Our liability under this extension will not exceed £5,000 in respect of any one loss.

12 Fire Extinguishment Expenses

We will pay for the cost of:

- a replacing, recharging or refilling extinguishment materials or appliances used in an attempt to extinguish fire or minimise **damage**

Property Section – continued

b replacing used sprinkler heads provided that **we** will not be liable for costs other than as a direct result of accidental **damage** insured by this section.

Our liability under this extension will not exceed £25,000 in respect of any one loss.

13 Index Linking

The sums insured by Sub-Section A in respect of **buildings, tenants' improvements**, Sub-Section B in respect of **general contents, computer equipment** and all other **property** (other than **stock** or **target stock**) will be adjusted at monthly intervals in accordance with the index drawn up or used by **us** and **we** waive all right to additional premium arising out of such adjustment prior to renewal. At each renewal of this **policy**, the premium will be adjusted to take account of the effect of indexation in the preceding **period of insurance**.

14 Other Interested Parties

The interest of other parties in any item of **general contents** leased or hired to **you** under a lease agreement or written contract of hire is noted in the insurance provided that in the event of a claim the nature and extent of such interest is disclosed to **us** together with the full name and address of such interested parties.

15 Terrorism

(This extension is only operative if it is shown as insured on the **schedule**)

We will cover **you** in respect of **damage** within the **territorial limits** caused by an act of **terrorism** occurring during the **period of insurance** provided always that:

- a in any action, suit or other proceedings where **we** allege that any **damage** or loss resulting from **damage** is not covered by this extension, the burden of proving that such **damage** or loss is covered shall be upon **you**
- b this extension is not subject to any of the exclusions specified in this **policy** other than those applying specifically in respect of this extension as stated in provisos d to f below
- c this extension is subject to all the terms and conditions of this **policy** except as expressly varied hereby
- d this extension is subject to the exclusion of chemical, biological or radioactive contamination defined as any loss whatsoever or any expenditure resulting or arising therefrom or any **consequential loss** directly or indirectly caused by or contributed to by or arising from:
 - i the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment
 - ii ionising radiations or radioactive contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - iii chemical and/or biological and/or radiological irritants, contaminants or pollutantsin respect only of residential property, houses, blocks of flats and other dwellings insured in the name of a private individual
- e this extension is subject to the exclusion of any loss whatsoever occasioned by riot, civil commotion, war and allied risks, defined as war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

- f this extension is subject to the exclusion of digital or cyber risks, that is any loss whatsoever directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from:
 - i the alteration, modification, distortion, corruption of, or **damage** to any computer or other equipment or component or **system** or item which processes, stores, transmits, retrieves or receives **data** or any part thereof, whether tangible or intangible (including but without limitation any information or programs or software) or
 - ii any alteration, modification, distortion, erasure, corruption of **data** processed by any such computer or other equipment or component or **system** or item whether owned by **you** or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus** or **hacking** or **phishing** or **denial of service attack**
- g **our** liability in respect of all losses arising out of any one occurrence and in the aggregate in any one **period of insurance** will not exceed the limits or sums insured as otherwise specified in this **policy**.

Condition to Extension 15 – Terrorism

If this **policy** is subject to any Long Term Agreement or Undertaking, it does not apply to this extension.

Condition Precedent to Liability – Extension 15 – Terrorism

It is a condition precedent to **our** liability to pay claims that:

- a **you** have purchased cover in respect of **terrorism** from a Pool Reinsurance Company Limited member company in respect of all property and premises owned by **you** or for which **you** are responsible and that are eligible for such cover. A list of Pool Reinsurance Company Limited member companies is available via the Pool Re website
- b the Treasury has issued a certificate certifying that **terrorism** is the cause of the loss or **damage** or, if the Treasury has refused to issue a certificate, a tribunal formed by agreement between **us** and Pool Reinsurance Company Limited concludes that **terrorism** was the cause of the loss or **damage**.

For the purposes of this condition, property and premises owned by **you** or for which **you** are responsible includes property and premises that a subsidiary company owns or is responsible for.

Exclusions to the Property Section

1 Excess

We will not pay for the amount of the **excess** shown on the **schedule**.

2 Excluded Damage

We will not pay for:

- a **damage** which is not identifiable with a specific event
- b **damage** to **property** more specifically insured.

3 Fraud

We will not pay for **damage** arising out of acts of fraud or dishonesty of any person to whom **property** insured has been entrusted including any collusion by **you**, any **director, partner** or **employee** (except as provided by Extension 2 – Theft by Directors, Partners or Employees to Sub-Section D – Money or Sub-Section I – Employee Dishonesty).

4 Vehicles

We will not pay for **damage** to **vehicles** licensed for road use (including their accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.

5 Media

We will not pay for **damage** caused by or consisting of distortion, erasure or corruption of computer records or **media**.

6 Excluded Losses

We will not pay for **damage** resulting from any delay, loss of market, strikes, reduction in value or **consequential loss** of any kind (except Loss of Rent if shown as insured on the **schedule**).

7 Government or Public Authorities

We will not pay for **damage** caused by or resulting from confiscation, destruction, requisition or detention by order of any government or public authority.

8 Excluded Property

We will not pay for **damage** to:

- a firearms (unless otherwise specified), ammunition, explosives, fireworks, promissory notes, securities, bonds or deeds
- b **valuables** unless otherwise specified
- c buildings or structures in the course of construction or erection at the **premises** and materials or supplies in connection therewith
- d land (other than item h of the **buildings** definition if **buildings** are insured by Sub-Section A – Buildings), piers, jetties, bridges, culverts or excavations
- e animals, birds, fish or any living thing
- f growing crops, plants or trees.

9 Other Insurances

We will not pay for **damage** to **property** which at the time of **damage** is insured by, or would but for the existence of this **policy** be insured by, any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

Basis of Settlement – Property Section

We will pay **you** the value of **property** insured at the time of the **damage** or, at **our** option, reinstate, replace or repair such **property** or any part of such **property** in accordance with the following bases of settlement. We shall not be bound to reinstate exactly, but only as circumstances permit. We will not pay for the costs of preparing any claim.

For **property**, the maximum amount we will pay for **damage** is the sum insured or limit shown on the **schedule** in respect of such **property** (adjusted in accordance with Extension 13 – Index Linking to the Property Section and subject to any limit otherwise specified in the policy wording).

A Reinstatement

For items insured by Sub-Sections C – Glass, Blinds and Signs, F – Specified Property and G – Machinery and Computer Equipment Breakdown or where R is shown as the basis of settlement on the **schedule** (except **computer equipment**, customers' goods, computer records, business books, manuscripts, plans and designs or other documents), the basis of settlement of any claim shall be the full cost of replacement as new which shall be:

- a where **property** is damaged, the repair of the **damage** and the restoration of the damaged portion to a condition

substantially the same but not better or more extensive than its condition when new

- b where **property** is lost, destroyed or damaged beyond repair, its replacement by similar **property** in a condition equal to but not better or more extensive than its condition when new.

For **computer equipment** under Sub-Sections B – Contents or G – Machinery and Computer Equipment Breakdown, the basis of settlement shall be:

- a where **computer equipment** is damaged, the repair of the **damage** and the restoration of the damaged portion of the **computer equipment** to a working condition, substantially the same but not better or more extensive than its condition when new
- b where **computer equipment** is lost, destroyed or damaged beyond repair its replacement by similar **computer equipment** of equal performance and capacity or if that is impossible, replacement by new **computer equipment** having the nearest higher performance and capacity to the item lost, destroyed or damaged.

Special Provisions

The following special provisions apply when a claim is dealt with on this basis:

- i if replacement does not happen within 12 months of the **damage**, or longer period if agreed in writing by **us**, we will settle the claim in accordance with basis of settlement B Indemnity
- ii when any **property** insured under this section is damaged in part only, **our** liability will not exceed the sum representing the cost which **we** could have been called upon to pay for the replacement if such **property** had been wholly destroyed
- iii the basis of settlement for customers' goods shall be as per B Indemnity
- iv no payment beyond indemnity shall be made until the cost of replacement has actually been incurred.

B Indemnity

For:

- a unsold **stock** or **target stock**
- b customers' goods

the amount **we** will pay is the cost of repair or replacement (less a reduction for wear, tear and depreciation) to a condition equal to but not better or more extensive than its condition immediately prior to the **damage**.

For **stock** or **target stock** sold, but not delivered, for which **you** are responsible under the terms of the sale contract, **we** will make payment on the basis of the contract price if following insured **damage** the contract is cancelled, due to the contract conditions, either wholly or to the extent of the **damage**.

For **property** (other than **stock** or **target stock**) where I is shown as the basis of settlement on the **schedule**, the amount **we** will pay is the cost of repair or replacement of such **property** (less a reduction for wear, tear and depreciation) to a condition equal to but not better or more extensive than its condition immediately prior to the **damage** (unless otherwise shown by endorsement to the **schedule**).

C Day One

For items where D is shown as the basis of settlement on the **schedule** (except **computer equipment**, customers' goods, computer records, business books, manuscripts, plans and designs or other documents), the basis of settlement of any claim shall be the full cost of replacement as new which shall be:

Property Section – continued

- a where **property** is damaged, the repair of the **damage** and the restoration of the damaged portion of the **property** to a condition substantially the same but not better or more extensive than its condition when new
- b where **property** is lost, destroyed or damaged beyond repair, its replacement by similar **property** in a condition equal to but not better or more extensive than its condition when new provided **you** tell **us**, at inception of this **policy** and at the inception of each subsequent **period of insurance**, the **declared value** of each item of **property** insured on this basis.

For **computer equipment** under Sub-Section B – Contents, the basis of settlement shall be:

- a where **computer equipment** is damaged, the repair of the **damage** and the restoration of the damaged portion of the **computer equipment** to a working condition, substantially the same but not better or more extensive than its condition when new
- b where **computer equipment** is lost, destroyed or damaged beyond repair its replacement by similar **computer equipment** of equal performance and capacity or if that is impossible, replacement by new **computer equipment** having the nearest higher performance and capacity to the item lost, destroyed or damaged

provided **you** tell **us**, at inception of this **policy** and at the inception of each subsequent **period of insurance**, the **declared value** of each item of **computer equipment** insured on this basis.

D Designation

For the purpose of determining where necessary the item under which any **property** is insured **we** agree to accept the designation under which such **property** has been entered in **your** accounting books.

E Computer Records and Documents

The basis of settlement of any claim for computer records, business books, manuscripts, plans and designs or other documents shall be their value as materials or stationery together with the cost of clerical labour expended in their reproduction or restoration if more economical.

Conditions Precedent to Liability – Property Section

1 Minimum Security Requirements

It is a condition precedent to **our** liability to pay claims in respect of **damage** caused by fire, theft or attempted theft or malicious persons under Sub-Sections A – Buildings, B – Contents, C – Glass, Blinds and Signs and D – Money of this section that the following protections are in place and in full operation at the **premises** outside of **business hours** or when the **premises** are left unattended by **you**, any **director**, **partner** or **employee**:

- a all external doors (including wicket gates) or internal doors which access parts of the **building** that are not occupied by **you** for the **business** must be secured as follows:
 - i a mortice deadlock conforming to BS3621 or BSEN1303 with matching steel box striking plate, or locking metal bars with a close shackle padlock conforming to BSEN12320 security grade 5
 - ii for manually operated roller shutters, key operated bullet locks securing the shutter to its guide, or the operating chain of the roller shutter must be secured to the internal frame by a padlock conforming to BSEN12320 security

- grade 4, or for electrically operated roller shutters, a key operated isolation switch to the electricity supply to the controls, or as noted in item i of this condition
- iii for doors officially designated fire exits by **your** written fire risk assessment, appropriate internally operated mortice deadlocks conforming to BS8621 or panic bars/ latches conforming to BSEN1125
- iv all aluminium and UPVC doors must have an integral cylinder key operated mortice deadlock certified to BSEN1303
- v double leaf doors must be secured by bolts top and bottom on the first closing leaf with the second closing leaf secured by one of the means noted in i to iv of this condition
- vi all outward opening doors, with the exception of aluminium or UPVC doors with multiple locking points, must be fitted with hinge bolts top and bottom
- vii other security devices if agreed by **us** in writing to **you**
- b all windows and skylights not protected by bars or grilles that are on the ground floor or basement level or are easily accessible from adjoining roofs, porches or downpipes must be fitted with:
 - i key-operated locks with the keys removed and stored out of sight, or
 - ii locking bars with a padlock conforming to BSEN12320 security grade 4, or
 - iii screwed or fixed permanently shut on the inside, or for windows officially designated fire exits by **your** written fire risk assessment, panic bars or latches conforming to BSEN1125, or other security devices if agreed by **us** in writing to **you**.

The glass in any louvre windows must be fixed to its runners with contact adhesive.

2 Fire Extinguisher Requirements

It is a condition precedent to **our** liability to pay claims in respect of **damage** caused by fire that a CO₂ or dry powder fire extinguisher of at least 2kg, which is the subject of an annual maintenance contract, is installed at the **premises**.

3 Intruder Alarm Condition

(This condition is operative if shown on the **schedule**)

For the purposes of this condition ‘responsible person’ is **you**, a **partner** or **director** or any other person authorised by **you** to be responsible for the security of the **premises** and ‘keyholder’ is **you**, a **partner** or **director** or any other responsible person or professional key holding company authorised by **you** who is available at all times to accept notification of any activation of the **intruder alarm system** or interruption of the means of communication to attend and allow access to the **premises**.

It is a condition precedent to **our** liability to pay claims in respect of **damage** caused by fire, theft or attempted theft or malicious persons under Sub-Sections A – Buildings, B – Contents, C – Glass, Blinds and Signs, D – Money of this section that the following minimum standards are in place:

- a the **premises** are protected by an **intruder alarm system** installed as agreed with **us**
- b the **intruder alarm system** shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company, as agreed with **us**

- c no alteration to or substitution of:
 - i any part of the **intruder alarm system**
 - ii the procedures agreed with **us** for police or any other response to any activation of the **intruder alarm system**
 - iii the maintenance contract shall be made without **our** written consent
- d the **premises** shall not be left without at least one responsible person in them without **our** prior consent:
 - i unless the **intruder alarm system** is set in its entirety with the means of communication used to transmit signals in full operation
 - ii if the police have withdrawn their response to alarm calls
- e all keys or devices to deactivate the **intruder alarm system** are removed from the **premises** when the **premises** are left unattended.
- f **you** shall appoint at least two keyholders and lodge written details (which must be kept up to date) with the alarm company
- g **you** shall maintain the secrecy of codes for the operation of the **intruder alarm system** and share them only with keyholders. No details of codes are to be left on the **premises**
- h 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:
 - i attend the **premises** as soon as reasonably possible
 - ii enter the **premises** if it is safe to do so
 - iii remain in the **premises** until the **intruder alarm system** has been re-set or an engineer has attended to repair or re-set the **intruder alarm system**
 - iv remain at the **premises** until they are fully secure
- i in the event of **you** receiving any notification:
 - i that police attendance in response to alarm signals or calls from the **intruder alarm system** may be withdrawn or the level of response reduced or delayed
 - ii from a local authority or magistrate imposing any requirement for abatement of nuisance relating to the **intruder alarm system**
 - iii 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 10.00am on **our** next working day and comply with any reasonable subsequent requirements stipulated by **us**.
- c in all designated smoking areas at the **premises**, metal receptacles with metal lids must be provided for the safe disposal of waste smoking materials
- d all waste referenced in a, b and c of this condition must be removed from the **premises** weekly.

4 Portable Heater Condition

It is a condition precedent to **our** liability to pay claims in respect of **damage** caused by fire that:

- a portable heating is not used at the **premises** unless it comprises an electric convector or electric fan assisted heater fitted with a thermostatic cut out
- b usage of such electric heaters is restricted to the office areas of the **premises** only (excluding any passageway or walkway)
- c electric heaters are switched off and unplugged when the room in which they are sited is left unattended
- d electric heaters are sited at least 1 metre away from any combustible materials.

5 Waste Storage and Removal Condition

It is a condition precedent to **our** liability to pay claims in respect of **damage** caused by fire or explosion that:

- a all oily, greasy or solvent-soaked cloths or wipes which remain in the **buildings** at the end of each working day must be kept in closed, lidded metal containers
- b all waste (other than a above) must be swept up, bagged and removed from the **buildings** at the end of each working day and stored outside in locked, lidded containers

Loss of Income Section

Sub-Section A – Income/Costs

The covers described below are only operative if shown as insured on the **schedule**.

Cover

1 Gross Profit

We will cover **you** for loss of **gross profit** as a result of interruption of or interference with the **business** arising from accidental **damage** by any of the cover causes shown against this item on the **schedule** occurring during the **period of insurance** to **property** used by the **business** at the **premises**.

2 Gross Revenue

We will cover **you** for loss of **gross revenue** as a result of interruption of or interference with the **business** arising from accidental **damage** by any of the cover causes shown against this item on the **schedule** occurring during the **period of insurance** to **property** used by the **business** at the **premises**.

3 Rent Receivable

We will cover **you** for loss of **rent receivable** arising from accidental **damage** by any of the cover causes shown against this item on the **schedule** occurring during the **period of insurance** to **property** at the **premises**.

4 Increase in Cost of Working

We will cover **you** for **increase in cost of working** as a result of interruption of or interference with the **business** arising from accidental **damage** by any of the cover causes shown against this item on the **schedule** occurring during the **period of insurance** to **property** used by the **business** at the **premises**.

5 Additional Increase in Cost of Working

We will cover **you** for **additional increase in cost of working** as a result of interruption of or interference with the **business** arising from accidental **damage** by any of the cover causes shown against this item on the **schedule** occurring during the **period of insurance** to **property** used by the **business** at the **premises**.

6 Cost of Alternative Accommodation

We will cover **you** for the additional cost of comparable alternative residential accommodation for **you, your family** and any direct **employees** or **domestic employees** and any of their families normally resident at the **premises**, if the **premises** are rendered uninhabitable in consequence of accidental **damage** from the cover causes shown against this item on the **schedule** occurring during the **period of insurance**, but only for the period necessary and reasonable for reinstatement of the **premises** and only for amounts in excess of those recoverable under **gross profit** or **gross revenue** or under more specific insurance where it is in force.

Extensions to Sub-Section A – Income/Costs

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Accountants' and Auditors' Charges

We will pay for charges payable by **you** to **your** accountants or auditors for producing particulars, details, proofs, information or evidence that **we** may require.

2 Documents

We will cover **you** for loss resulting from interruption of or interference with the **business** arising from accidental **damage** caused by any of the cover causes shown on the **schedule** against Sub-Section A – Income/Costs to computer records, business books, manuscripts, plans and designs or other documents belonging to **you** or held in trust by **you** whilst:

- temporarily at premises not in **your** occupation or
- whilst in transit within the **territorial limits** and travelling between the specified territories.

3 Denial of Access

We will cover **you** up to the limit shown on the **schedule**, for loss resulting from interruption of or interference with the **business** as a direct result of accidental **damage** caused by any of the cover causes shown on the **schedule** against Sub-Section A – Income/Costs to **property** within a radius of 1km of the **premises** which prevents or physically hinders the use of or access to the **premises**, whether or not there has been **damage to property** at the **premises**.

The Property Insurance Exclusion to Sub-Section A – Income/ Costs does not apply to this extension.

4 Public Utilities

We will cover **you** up to the limit shown on the **schedule**, for loss resulting from the interruption of or interference with the **business** as a direct result of accidental failure of:

- wireless or wired telecommunications services
- the public supply of water, electricity or gas at the terminal ends of the supply company's feed at the **premises** but excluding:
 - the deliberate act of the supplier to restrict or withhold the supply
 - atmospheric, solar or lunar conditions causing interference with transmissions to or from any satellite
 - a fault in any part of the installation **you** are responsible for at the **premises**
 - drought
 - any interruption of or interference with the **business** as a direct result of a failure of wireless or wired telecommunications services or a public supply which lasts less than 24 consecutive hours.

The Property Insurance Exclusion to Sub-Section A – Income/ Costs does not apply to this extension.

5 Loss of Book Debts

If shown as insured on the **schedule**, **we** will cover **you** up to the limit shown on the **schedule** for loss if **you** are unable to trace or establish the **outstanding debit balances** as a result of accidental **damage** caused by any of the cover causes shown as being operative for Sub-Section A – Income/Costs on the **schedule** to **your** books of account or other business books or records at the **premises** or whilst temporarily removed elsewhere within the **territorial limits** provided payment will not exceed:

- the difference between the **outstanding debit balances** and the total of the amounts received or traced and
- the additional expenditure incurred with **our** prior consent in tracing and establishing the **outstanding debit balances** after the **damage**.

We will not pay for losses resulting from:

- i books or records being mislaid or misfiled
- ii deliberate falsification of business records
- iii distortion, erasure or corruption of information on **media** or other records:
 - a due to the presence of magnetic flux unless such flux results from lightning
 - b whilst mounted in or on any machine or data processing apparatus unless caused by **damage** to the machine or apparatus
 - c due to defects in such records.

6 Customers

If shown as insured on the **schedule**, we will cover **you**, up to the limit shown on the **schedule**, for loss resulting from interruption of or interference with the **business** as a direct result of accidental **damage** caused by any of the cover causes shown as being operative for Sub-Section A – Income/ Costs on the **schedule** at the premises, within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man of any customers with whom, at the time of the **damage**, **you** have contracts or trading relationships to supply goods or services.

The Property Insurance Exclusion to Sub-Section A – Income/ Costs does not apply to this extension.

7 Suppliers

If shown as insured on the **schedule**, we will cover **you**, up to the limit shown on the **schedule**, for loss resulting from interruption of or interference with the **business** as a direct result of accidental **damage** caused by any of the cover causes shown as being operative for Sub-Section A – Income/ Costs on the **schedule** at the premises, within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man of any manufacturer, processor, packer or supplier, other than a supplier of water, electricity, gas or telecommunications with whom, at the time of the **damage**, **you** have contracts or trading relationships to purchase goods or services.

The Property Insurance Exclusion to Sub-Section A – Income/ Costs does not apply to this extension.

8 Property Stored Away from the Premises

If shown as insured on the **schedule**, we will cover **you**, up to the limit shown on the **schedule**, for loss resulting from interruption of or interference with the **business** as a direct result of accidental **damage** by any of the cover causes shown as being operative for Sub-Section A – Income/Costs on the **schedule** to **general contents** or **stock** owned by **you** or for which **you** are responsible whilst temporarily stored inside any building within the **territorial limits**.

9 Property in Transit

If shown as insured on the **schedule**, we will cover **you**, up to the limit shown on the **schedule**, in respect of loss resulting from interruption of or interference with the **business** as a direct result of accidental **damage** caused by any of the cover causes shown as being operative for Sub-Section A – Income/ Costs on the **schedule** to **general contents**, **stock** or **target stock** owned by **you** or for which **you** are responsible whilst in transit within the **territorial limits** and travelling between the specified territories.

10 Diseases, Poisoning, Vermin, Defective Drains, Murder or Suicide

If shown as insured on the **schedule**, we will cover **you**, up to the limit shown on the **schedule**, in respect of loss resulting

from interruption of or interference with the **business** as a direct result of:

- a any occurrence of the following diseases, or discovery of an organism which causes the following diseases, at the **premises**:
Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chicken Pox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaire's Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough, Yellow Fever
- b any occurrence of food or drink poisoning attributable to food or drink supplied from the **premises**
- c the discovery of vermin or pests at the **premises** which causes restrictions on the use of the **premises** on the order or advice of the local authority
- d any accident causing defects in the drains or other sanitary arrangements at the **premises** which causes restrictions on the use of the **premises** on the order or advice of the local authority
- e any instance of murder or suicide at the **premises**.

We will not pay for:

- i any costs incurred in the cleaning, repair, replacement, recall or checking of **property** or the **premises**
- ii losses resulting from any interruption of or interference with the **business** which exceeds three months in duration either from the date of occurrence, discovery or appliance of restrictions by the local authority, whichever occurs first.

The Property Insurance Exclusion to Sub-Section A – Income/ Costs does not apply to this extension.

11 Exhibitions, Trade Shows or Conferences

If shown as insured on the **schedule**, we will cover **you**, up to the limit shown on the **schedule**, for loss resulting from interruption of or interference with the **business** as a direct result of accidental **damage** caused by any of the cover causes shown as being operative for Sub-Section A – Income/Costs on the **schedule** to **general contents** or **stock** owned by **you** or for which **you** are responsible whilst at any exhibition, trade show or conference site or in transit within the **territorial limits** and travelling between the specified territories.

12 Terrorism

If shown as insured on the **schedule**, we will cover **you** for loss resulting from interruption of or interference with the **business** caused by an act of **terrorism** occurring during the **period of insurance** within the **territorial limits** provided payment has been made under Extension 15 – Terrorism to the Property Section. Provisos a - g of Extension 15 – Terrorism shall also apply to this extension.

13 Hacking and Viruses

We will pay **you** for loss resulting from interruption or interference with **your business**:

- a arising from **damage to media** or **data** as a result of **hacking**, **denial of service attack**, **phishing**, **virus** or **spam** occurring during the **period of insurance**
 - i to **media** and **data** kept on **your** computer system
 - ii to **media** and **data** that has emanated or passed through **your** computer system but retained on a cloud computing system
- b arising from unauthorised calls or unauthorised use of **your** bandwidth as a result of **hacking**, **denial of service attack**, **phishing**, **virus** or **spam**.

Loss of Income Section – continued

The most **we** will pay under this extension shall not exceed £10,000 in respect of any one loss.

14 Reputational Damage

We will cover **you** for the costs incurred with **our** consent for the engagement of an accredited marketing and/or public relations company to mitigate any reputational damage incurred following an insured loss provided that **our** liability under this extension shall not exceed £25,000 in any one **period of insurance**.

15 Lotto Win Indemnity

We will cover **you** in the event of more than 5% of **your employees** resigning from **your business** as a direct result of winning a sum in excess of ten times of each of their annual salary through participation as a syndicate in any nationally recognized lottery (e.g. Lotto) for the additional costs of recruiting and training replacement **employees** provided that **our** liability under this extension shall not exceed £10,000 in any one **period of insurance**.

16 Suspension Cover

We will cover **you** for the **increase in cost of working** incurred with **our** consent following the suspension of any **employees** governed by the General Dental Council or other regulatory body provided that **our** liability under this extension shall not exceed £5,000 in any one **period of insurance**.

Exclusion to Sub-Section A – Income/Costs

Property Insurance

We will not pay for any loss unless at the time of the **damage** to **property** resulting in interruption of or interference with the **business** there is in force an insurance policy covering **your** interest in the **property** for the **damage** and:

- a payment has been made or liability admitted for the **damage** or
- b payment would have been made or liability would have been admitted for the **damage** but for the exclusion of losses below a stated amount or percentage in the policy.

For cover under Extension 12 – Terrorism, **we** will not pay for any loss unless payment has been made under Extension 15 – Terrorism of the Property Section of this **policy**.

Sub-Section B – Machinery and Computer Equipment Breakdown

The cover described below is only operative if shown as insured on the **schedule**.

Cover

We will pay for loss, as calculated under Sub-Section A – Income/Costs and subject to the limit shown on the **schedule** for Sub-Section B – Machinery and Computer Equipment Breakdown, resulting from interruption of or interference with the **business** at the **premises** resulting from an **accident** to **covered equipment** insured by the Property Section and for which **we** have admitted liability under Sub-Section G – Machinery and Computer Equipment Breakdown.

Extensions to Sub-Section B – Machinery and Computer Equipment Breakdown

(Subject to the terms, conditions and exclusions of this sub-section and this section and this **policy**)

1 Computer Operations

We will pay for the costs incurred in minimising or preventing interruption of or interference with **your** computer operations following an **accident** to **computer equipment** insured by the Property Section for which **we** have admitted liability under Sub-Section G – Machinery and Computer Equipment Breakdown subject to a maximum amount of £50,000 in any one **period of insurance**.

We will not pay for the costs of preparing a claim.

2 Additional Access Costs

We will pay for additional cost incurred in order to gain access to repair or replace the **covered equipment** following an **accident** up to an amount not exceeding £20,000 any one **accident**.

Exclusions to Sub-Section B – Machinery and Computer Equipment Breakdown

1 Back-up Procedures

We will not pay for loss resulting from a delay in resuming operations due to the need to reconstruct or re-input data or programs on **media** where **you** have not fully complied with Condition 2 – Back-up Procedures to Sub-Section G – Machinery and Computer Equipment Breakdown of the Property Section.

2 Damage to Surrounding Property

We will not pay for loss resulting from the **explosion** or **collapse** of any **covered equipment** operating under steam pressure.

Sub-Section C – Loss of Registration Certificate

The cover described below is only operative if shown as insured on the **schedule**.

Cover

If the registration certificate in respect of the **premises** is:

- a forfeited under the provisions of the legislation governing such registration certificates or
- b refused renewal by the appropriate registration authority from causes beyond **your** control during the **period of insurance**, **we** will cover **you** in respect of either:
 - i loss of **gross profit** or **gross revenue** as a result of interruption of or interference with the **business** or in the event that the **business** is sold or discontinued
 - ii depreciation in the value of **your** interest in the **premises** provided that **our** liability shall not exceed the limit shown on the **schedule**.

Extension to Sub-Section C – Loss of Registration Certificate

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

Appeal Costs

We will pay costs and expenses incurred, with **our** prior consent, in connection with any appeal against loss of registration certificate, arising out of a cause beyond **your** control.

Exclusions to Sub-Section C – Loss of Registration Certificate

1 Town and Country Planning

We will not pay for the forfeiture or refusal to renew the registration certificate directly or indirectly arising from:

- a any town or country planning improvement or redevelopment or compulsory purchase or
- b the surrender, reduction or redistribution of registration certificates in connection therewith.

2 Change in Law

We will not pay for the forfeiture or refusal to renew the registration certificate directly or indirectly arising from any alteration in the law affecting the granting, surrender, forfeiture or refusal to renew any registration certificate.

3 Compensation

We will not pay for any loss if **you** are entitled to obtain compensation under the provisions of any Act of Parliament in respect of any refusal to renew the registration certificate.

4 Act of Omission

We will not pay for the forfeiture of or refusal to renew the registration certificate occasioned wholly or in part by any act or omission by **you** or failure to take all reasonable action to maintain the registration in force.

5 Premises Closure

We will not pay for any loss resulting from the closure of the **premises** because they are not in a sanitary condition or a satisfactory state of repair.

Conditions Precedent to Liability - Sub-Section C – Loss of Registration Certificate

1 Notification of Changes/Complaints

You must give **us** immediate notice in the event of any:

- a change in tenancy or management of the **premises**
- b transfer or proposed transfer of the registration certificate
- c complaint against the **business** or the control of the **premises**.

2 Breach of Registration Rules/Laws

You must give **us** immediate notice in the event of any proceedings against or conviction of **you**, manager, certificate holder or other occupier of the **premises** for any breach of registration rules/laws or any other matter whereby the character or reputation of the person concerned is affected with respect to their honesty, moral standing or sobriety.

3 Objection to Renewal of Registration Certificate

You must give **us** notice immediately **you** become aware of any objection to renewal or other circumstances which might endanger the renewal of the registration certificate.

4 Notification of Forfeiture of Registration Certificate

In the event of a forfeiture or refusal of renewal of the registration certificate **you** must notify **us** in writing within 24 hours after the order by the authorities or the event which has resulted in forfeiture or refusal of renewal of the registration certificate and also state as far as **you** are able the grounds upon which such order has been made or particulars of such event.

5 Maintaining the Registration

You must take all reasonable steps to maintain the registration in force and to minimise any loss.

Basis of Settlement – Loss of Income Section

1 Gross Profit

We will calculate the loss of **gross profit** as follows:

- a in respect of the reduction in **turnover** due to the **damage** or loss of registration certificate, apply the ratio of **gross profit** earned on the **turnover** during the financial year immediately before the **damage** to the amount by which the **turnover** during the **indemnity period** will fall short of the **turnover** during the corresponding period in the year immediately prior to the date of the **damage** or loss of registration certificate and
- b **increase in cost of working** but not exceeding the reduction in the **gross profit** avoided

less any sum saved during the **indemnity period** for expenses, charges or for depreciation in the value of **stock** and **target stock** which would have been paid for by the **business** out of the **gross profit**.

Our liability will not exceed the sum insured shown on the **schedule**.

2 Gross Revenue

We will calculate the loss of **gross revenue** as follows:

- a an amount by which the **gross revenue** during the **indemnity period** shall in consequence of the **damage** or loss of registration certificate, fall short of the **gross revenue** during the corresponding period in the year immediately prior to the date of the **damage** or loss of registration certificate and
- b the **increase in cost of working** but not exceeding the reduction in **gross revenue** avoided

less any sum saved during the **indemnity period** for expenses, charges or for depreciation in the value of **stock** and **target stock** which would have been paid for by the **business** out of the **gross revenue**.

Our liability will not exceed the sum insured shown on the **schedule**.

3 Rent Receivable

We will calculate the loss of **rent receivable** as follows:

- a the amount by which the **rent receivable** during the indemnity period shall in consequence of the damage fall short of the amount that should have been received and
- b increase in cost of working but not exceeding the reduction of rent receivable avoided

less any sum saved during the **indemnity period** in respect of the charges and expenses of the **business** payable out of **rent receivable** as may cease or be reduced in consequence of the **damage**.

Our liability will not exceed the sum insured shown on the **schedule**.

4 Trends and Variations

Adjustments will be made to the figures representing **gross profit**, ratio of **gross profit**, **turnover** and **gross revenue** to allow for trends, variations or special circumstances affecting the **business** either before or after the occurrence of **damage** or loss of registration certificate, or which would have affected the **business** had the **damage** not occurred, so that these figures represent as near as possible the results which but for the **damage** would have been obtained during the relative period after the **damage** or loss of registration certificate.

Loss of Income Section – continued

5 Maximum Amount Payable

The maximum amount **we** will pay under this section will not exceed in any one **period of insurance** the sums insured and limits shown on the **schedule** plus any additional percentage shown in basis of settlement 9 Declaration Linked if either **estimated gross profit** or **estimated gross revenue** is shown as being operative.

6 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 this tax.

7 Departmental Trading

If the **business** is conducted in departments or across a number of **premises**, the separate trading results of which can be ascertained, then any claim settlement under this section will be calculated for each department or **premises**.

8 Alternative Trading

If during the **indemnity period** work is done or services are provided elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf, the money paid or payable in respect of such work or services will be brought into account in arriving at the **gross profit** or **gross revenue** during the **indemnity period**.

9 Declaration Linked

When **estimated gross profit** is shown on the **schedule**, **you** have elected to have the basis of settlement amended to declaration linked. For this purpose **our** liability under bases of settlement 1 or 2 will not exceed 133.3% of the sum insured shown on the **schedule** for **estimated gross profit**.

In addition, wherever **gross profit** is shown in this **policy** it should be read as **estimated gross profit** as defined.

For this purpose the first and annual premiums are provisional based on the **estimated gross profit** and **you** must provide **us** with a declaration, not later than six months after the expiry of each **period of insurance**, which has been confirmed by **your** auditors of the **gross profit** earned during the financial year most nearly concurrent with the **period of insurance**.

When **estimated gross revenue** is shown on the **schedule**, **you** have elected to have the basis of settlement amended to declaration linked. For this purpose **our** liability under basis of settlement 1 or 2 will not exceed 133.3% of the sum insured shown on the **schedule** for **estimated gross revenue**.

In addition, wherever **gross revenue** is shown in this **policy** it should be read as **estimated gross revenue** as defined.

For this purpose the first and annual premiums are provisional based on the **estimated gross revenue** and **you** must provide **us** with a declaration, not later than six months after the expiry of each **period of insurance**, which has been confirmed by **your** auditors of the **gross revenue** earned during the financial year most nearly concurrent with the **period of insurance**.

Liability Section

Sub-Section A – Employers’ Liability

The cover described below is only operative if shown as insured on the **schedule**.

Cover

We will pay the amount of damages and **claimants’ costs and expenses** which **you** become legally liable to pay in respect of accidental **injury** sustained by any **employee** caused during the **period of insurance**, arising out of and in the course of their engagement by **you** for the purposes of the **business** and occurring within the **territorial limits**.

We will also pay **your costs and expenses**.

Limit of Indemnity

The maximum amount **we** will pay under this sub-section in respect of one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause including all compensation, **claimants’ costs and expenses** and **your costs and expenses** will not exceed:

- a in respect of an act of **terrorism**, £5,000,000
- b in respect of all other claims, the employers’ liability limit of indemnity shown on the **schedule** for this sub-section.

If **we** allege that by reason of the **terrorism** limitation any **injury**, cost or expense is not covered or is covered only up to the **terrorism** limit of indemnity, the burden of proving the contrary shall be upon **you**.

Where more than one party is entitled to indemnity under this sub-section, **our** total combined liability to all parties will not exceed the applicable limit of indemnity shown in a or b above.

Extensions to Sub-Section A - Employers’ Liability

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Corporate Manslaughter – Legal Defence Costs

We will pay **your costs and expenses** and prosecution costs awarded against **you** incurred in connection with the defence of criminal proceedings brought against **you**, or any appeal against conviction, in respect of a charge, or investigation in connection with a charge, of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007, for an offence committed, or alleged to have been committed, in the course of the **business** during the **period of insurance** provided that **we** shall not be liable:

- a for the payment of fines or penalties
- b for costs and expenses in connection with a charge relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- c for costs and expenses arising from an offence committed, or alleged to have been committed outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- d for costs and expenses in connection with proceedings for which a claim has been admitted under Sub-Section B – Public Liability or Sub-Section C – Products Liability
- e for the costs and expenses of any appeal against conviction unless in the opinion of counsel, appointed by mutual

agreement of **you** and **us**, the appeal is more likely to succeed than not

- f if **you** are entitled to indemnity under any other insurance.

If, in addition to a claim under this extension, **you** also have a claim under any section or sub-section of this **policy** arising from the same cause or occurrence, any amounts already paid, or incurred but not yet paid, for **your costs and expenses** and prosecution costs will be deducted from the total amount payable under this extension.

2 Health and Safety at Work Act 1974 – Legal Defence Costs

We will cover **you** and, at **your** request, any **director, partner** or **employee**, in respect of **your costs and expenses** incurred in the defence of a prosecution and prosecution costs awarded against **you**, including an appeal against a conviction brought for a breach of:

- a the Health and Safety at Work Act 1974
- b the Health and Safety at Work (Northern Ireland) Order 1978 provided that:
 - i the offence under such legislation is alleged to have been committed during the **period of insurance** in connection with the **business** and relates to the health, safety and welfare of an **employee**
 - ii **we** shall not be liable:
 - a for the payment of fines or penalties
 - b for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
 - c for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
 - d unless each **director, partner** or **employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
 - e if an indemnity is provided by any other insurance.

3 Unsatisfied Court Judgments

If a judgment for damages or costs is obtained by an **employee** or their personal representatives for an **injury** sustained by the **employee** within the **territorial limits** **we** will, at **your** request, pay to the **employee**, or their personal representatives, the amount of such compensation to the extent that it remains unsatisfied provided that:

- a the **injury** is caused during the **period of insurance**
- b the **injury** arises out of their engagement by **you** in the course of the **business**
- c the judgment remains unsatisfied in whole or in part six months after the date of such judgment
- d the judgment for damages was obtained in a court of law within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- e the judgment was against a company, partnership or individual other than **you**, conducting business at or from premises within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- f the judgment is not the subject of an outstanding appeal

Liability Section – continued

g if any payment is made under the terms of this extension the **employee** or the personal representatives of the **employee** shall assign the judgment to **us**.

Our liability will not exceed the limit of indemnity shown on the **schedule** for Sub-Section A – Employers’ Liability.

4 Temporary Work Overseas

We will cover **you** in respect of legal liability incurred by **you** for accidental **injury** to **directors** or **employees** normally resident in England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man, arising from work undertaken by them in the course of the **business** elsewhere in the world provided that:

- a the duration of such work does not exceed six months during the **period of insurance**
- b work outside **Europe** consists solely of clerical, sales promotion or administrative work or participation in but not the hosting or management of exhibitions, trade shows or conferences
- c such work is limited to the delivery or collection of goods, messages or **money** to or from the **premises** unless work away is shown as being operative on the **schedule**.

Exclusion to Sub-Section A – Employers’ Liability

1 Use of Vehicles

We will not pay for liability for **injury** for which **you** are required to arrange insurance or security in accordance with road traffic legislation.

Condition to Sub-Section A – Employers’ Liability

Right of Recovery Condition

The cover provided by this sub-section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **employees** in England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man but **you** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.

Sub-Section B – Public Liability

The cover described below is only operative if shown as insured on the **schedule**.

Cover

We will pay the amount of damages and **claimants’ costs and expenses** which **you** become legally liable to pay in respect of accidental:

- a **injury**
 - b **damage to property**
 - c obstruction, trespass, nuisance or interference with any right of way, light, air or water
- occurring during the **period of insurance** and arising in the course of the **business** and within the **territorial limits**.

We will pay **your costs and expenses** in addition.

Limit of Indemnity

The maximum amount **we** will pay under this sub-section in respect of one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause will not exceed:

- a in respect of an act of **terrorism**, £2,000,000 or the public liability limit of indemnity shown on the **schedule** for this sub-section whichever is lower

b in respect of all claims, other than by an act of **terrorism**, the public liability limit of indemnity shown on the **schedule** for this sub-section.

Where liability arises out of or in connection with an act of **terrorism**, **our** maximum liability including damages, **claimants’ costs and expenses** and **your costs and expenses** under this sub-section will not exceed £2,000,000 or the public liability limit of indemnity shown on the **schedule** for this sub-section whichever is lower.

If **we** allege that by reason of the **terrorism** limitation any **damage, injury**, cost or expense is not covered or is covered only up to the **terrorism** limit of indemnity, the burden of proving the contrary shall be upon **you**.

The maximum amount **we** will pay for all **pollution or contamination** which is deemed to have occurred during any one **period of insurance** will not exceed the public liability limit of indemnity shown on the **schedule**. All **pollution or contamination** arising out of one occurrence shall be deemed to have occurred at the time such occurrence takes place.

Where more than one party is entitled to indemnity under this sub-section, **our** total combined liability to all parties will not exceed the applicable limit of indemnity shown in a or b above.

Extensions to Sub-Section B – Public Liability

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Corporate Manslaughter – Legal Defence Costs

We will pay **your costs and expenses** and prosecution costs awarded against **you** incurred in connection with the defence of criminal proceedings brought against **you**, or any appeal against conviction, in respect of a charge, or investigation in connection with a charge, of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007, for an offence committed, or alleged to have been committed, in the course of the **business** during the **period of insurance** provided that **we** shall not be liable:

- a for the payment of fines or penalties
- b for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- c for costs and expenses arising from an offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- d for costs and expenses in connection with proceedings for which a claim has been admitted under Sub-Section A – Employers’ Liability, Sub-Section C – Products Liability or Sub-Section D – Injury to a Working Partner or Proprietor
- e for the costs and expenses of any appeal against conviction unless in the opinion of counsel, appointed by mutual agreement of **you** and **us**, the appeal is more likely to succeed than not
- f if an indemnity is provided by any other insurance.

If, in addition to a claim under this extension, **you** also have a claim under any section or sub-section of this **policy** arising from the same cause or occurrence, any amounts already paid, or incurred but not yet paid, for **your costs and expenses** and prosecution costs will be deducted from the total amount payable under this extension.

2 Health and Safety at Work Act 1974 – Legal Defence Costs

We will cover **you** and, at **your** request, any **director, partner** or **employee** in respect of **your costs and expenses** incurred in the defence of a prosecution and prosecution costs awarded against **you**, including an appeal against a conviction brought for a breach of:

- a the Health and Safety at Work Act 1974
- b the Health and Safety at Work (Northern Ireland) Order 1978 provided that:
 - i the offence under such legislation:
 - a is alleged to have been committed during the **period of insurance** in connection with the **business** and
 - b does not relate to the health, safety and welfare of an **employee**
 - ii **we** shall not be liable:
 - a for the payment of fines or penalties
 - b for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
 - c for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
 - d unless each **director, partner** or **employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
 - e if an indemnity is provided by any other insurance.

3 Food Safety Act 1990 – Legal Defence Costs

We will cover **you** and, at **your** request, any **director, partner** or **employee** for **your costs and expenses** and prosecution costs awarded against **you** in respect of the defence of a prosecution, including an appeal against a conviction, brought for a breach of Part II of the Food Safety Act 1990 committed during the **period of insurance** in connection with the **business** provided that **we** shall not be liable:

- a for the payment of fines or penalties
- b for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- c for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- d unless each **director, partner** or **employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- e if an indemnity is provided by any other insurance.

4 Consumer Protection Act 1987 – Legal Defence Costs

We will cover **you** and, at **your** request, any **director, partner** or **employee** in respect of **your costs and expenses** and prosecution costs awarded against **you** in the defence of a prosecution, including an appeal against a conviction, brought for a breach of Part II of the Consumer Protection Act 1987 committed, or alleged to have been committed, during the **period of insurance** in connection with the **business** provided that **we** shall not be liable:

- a for the payment of fines or penalties
- b for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations

- c for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.
- d unless each **director, partner** or **employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- e if an indemnity is provided by any other insurance.

5 Data Protection Act 1998

We will pay:

- a the amount of compensation which **you** become legally liable to pay in respect of damage or distress under the provisions of Section 13, and
- b for defence costs and prosecution costs awarded against **you** in respect of a prosecution under Section 60 of the Data Protection Act 1998 subject to the act or omission from which the legal liability, defence or prosecution cost arises occurring during the **period of insurance** and in the course of the **business** and **you** being registered in accordance with the requirements of the Data Protection Act 1998, or in the process of applying for such registration, which has not been refused or withdrawn provided that **we** shall not be liable:
 - i for the payment of fines or penalties
 - ii for any deliberate act or omission by **you** or any **director, partner** or **employee** from which **you** or they could have reasonably expected liability or costs to attach
 - iii for liability, defence or prosecution costs arising from recording, processing or provision of data for reward
 - iv for liability, defence or prosecution costs arising from determining the financial status of a person
 - v for liability, defence or prosecution costs arising from an agreement which would not have attached in the absence of such agreement
 - vi for the cost of rectifying, replacing, reinstating or destroying or erasing any data
 - vii if an indemnity is provided by any other insurance.

6 Defective Premises Act 1972

We will cover **you** in respect of legal liability incurred by **you** during the **period of insurance** for accidental:

- a **injury** or
 - b **damage**
- arising solely by reason of:
- i Section 3 of the Defective Premises Act 1972 or
 - ii Section 5 of the Defective Premises (Northern Ireland) Order 1975
- in connection with premises which were owned by **you** in connection with the **business** but have been disposed of by **you** provided that **we** shall not be liable:
- a for the cost of remedying any defect or alleged defect in the premises
 - b if **you** are entitled to indemnity from any other source.

7 Leased, Hired or Rented Premises

We will cover **you** in respect of legal liability incurred by **you** as a tenant of premises **you** lease, rent or hire for the purpose of the **business** within England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man in respect of:

- a accidental **damage** to buildings including any landlord's fixtures and fittings
- b reinstatement or repair of accidental **damage** to the underground water pipes, gas pipes, drains or sewers, electricity and telephone cables extending from the public mains to the buildings occupied by **you** in connection with the **business** but excluding **consequential loss** of any kind or description

Liability Section – continued

provided that **we** shall not be liable for liability attaching to **you** solely by the terms of the tenancy or any other agreement.

8 Motor Contingent Liability

We will cover **you** in respect of legal liability incurred by **you** for accidental:

a **injury** or

b **damage to property**

arising out of the use of any motor vehicle in the course of the **business** provided that **we** shall not be liable:

- i for any vehicle owned or provided by **you** or any **principal** for whom **you** are working or any subcontractor acting for **you** or on **your** behalf
- ii for **damage** to such vehicle or to goods conveyed in or on it
- iii for any vehicle being driven by any person **you** or **your** representative know 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
- iv where indemnity is provided under any other insurance or security
- v for liability arising outside **Europe**
- vi to provide cover in respect of any party other than **you**.

9 Wrongful Arrest

We will pay **your costs and expenses, claimants' costs and expenses** and for damages awarded against **you** or any **director, partner** or **employee** as a result of charges of wrongful arrest or malicious prosecution being brought against **you** or any **director, partner** or **employee** provided that:

- a the person subjected to wrongful arrest or malicious prosecution is not an **employee**
- b such charges are brought in connection with the **business** during the **period of insurance**.

10 Overseas Personal Liability

We will cover **you** or any **director, partner** or **employee** or any member of **your** or their family accompanying **you** or them in respect of legal liability incurred in a personal capacity arising out of accidental:

a **injury** to any person

b **damage to property**

occurring during the **period of insurance** during visits of less than six months duration in connection with the **business** to territories other than England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man provided that:

- i the conduct and control of all claims is vested in **us**
- ii any person entitled to indemnity under this extension complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply.

We will not pay for:

- a liability arising from or in connection with:
 - i any business, profession or trade
 - ii the ownership or occupation of land or buildings
 - iii the ownership, possession or use of:
 - mechanically propelled vehicles and anything attached to them
 - craft intended to travel through air or space
 - hovercraft and watercraft (other than non mechanically propelled craft less than 9 metres in length used on inland waters)
 - animals (other than pet domestic animals)
 - iv **property** held in trust

v **injury** to any **director, partner** or **employee** or family member accompanying them

b liability more specifically insured

c liability arising under contract or agreement unless the liability would have arisen in the absence of such contract or agreement.

11 Temporary Work Overseas

In respect of work undertaken in connection with the **business** by **you** or any **director, partner** or **employee** normally resident in England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man, **we** will cover **you** in respect of legal liability incurred by **you** for accidental:

a **injury** or

b **damage to property**

arising from work undertaken elsewhere in the world provided that:

- i the duration of such work does not exceed six months during the **period of insurance**
- ii any work outside **Europe** consists solely of clerical, sales promotion or administrative work or participation in but not the hosting or management of exhibitions, trade shows or conferences
- iii such work is limited to the delivery or collection of goods, messages or **money** to or from the **premises** unless work away is shown as being operative on the **schedule**
- iv **we** will not be liable for claims brought in the courts of a country outside **Europe**.

Exclusions to Sub-Section B – Public Liability

1 Excess

We will not pay for the amount of the **excess** shown on the **schedule**.

2 Products Supplied

We will not pay for liability arising from or in connection with any **products supplied** after they have ceased to be in **your** custody or control, other than food or drink supplied to **your** non-paying guests.

3 Employees

We will not pay for **injury** sustained by any **employee** or **domestic employee** arising out of and in the course of their employment by **you**.

4 Vehicles

We will not pay for liability arising from or in connection with the ownership, possession or use by **you** or on **your** behalf of:

- a any mechanically propelled vehicle or plant being used in circumstances where road traffic legislation requires that there shall be in force a policy of insurance or other security, provided that if **you** are not entitled to indemnity from any other policy or security, this exclusion shall not apply to the bringing to or taking away of the load from any vehicle
- b aircraft, hovercraft, drilling platform or rig and other offshore platforms or watercraft (other than hand propelled watercraft), railways, railway locomotives and carriages.

5 Property in Your Possession

We will not pay for **damage** to:

a **property** belonging to **you**

b **property** held in trust or in the custody or control of **you** or any **director, partner** or **employee**

but this exclusion shall not apply to:

- i any personal **property** (including motor vehicles) of any **director, partner, employee** or visitor of **yours**
- ii leased, hired or rented premises as provided by Extension 7 – Leased, Hired or Rented Premises of this sub-section.

6 Property Worked On

We will not pay for liability in respect of **damage** to **property** worked on where the **damage** is as a direct result of the work undertaken.

Conditions Precedent to Liability - Sub-Section B – Public Liability

1 Bona-fide Subcontractors Condition

It is a condition precedent to **our** liability to pay claims arising from or in connection with work undertaken for **you** or on **your** behalf by any bona-fide subcontractor that:

- a **you** must, prior to their engagement on each and every occasion during the **period of insurance**, ensure that each bona-fide subcontractor holds public liability insurance that:
 - i is appropriate to the work to be carried out, and
 - ii has a period of insurance that is adequate to provide public liability cover for the duration of the works undertaken by them for **you** or on **your** behalf, and
 - iii has a limit of indemnity which is not less than the limit under Sub-Section B – Public Liability of this **policy**
- b **you** shall provide **us** with documentary evidence of the public liability insurance held by such bona-fide subcontractor at the time of their engagement to undertake the work if requested by **us**.

2 Application or Use of Heat Away from the Premises Condition

The application or use of heat at contract sites away from the **premises** is permitted under this **policy** unless otherwise shown on the **schedule**.

Where the application or use of heat away is permitted, it is a condition precedent to **our** liability to pay claims that the following procedures are complied with:

- 1 Before starting work:
 - a **employees** on each contract site shall be made aware of the location of the site's fire alarms and fire fighting equipment
 - b **you, a director, partner or employee** shall inspect all **property** in the vicinity including, so far as practicable, the area on the other side of any wall or partition to ensure that no combustible material is in danger of ignition either directly or by conducted heat. A record of such inspections must be retained by **you**.
 - c the area shall be cleared of all moveable combustible materials to a distance no less than:
 - i 10 metres from the point of use of electric, oxyacetylene or similar welding or cutting equipment or grinding or cutting wheels and discs
 - ii 1 metre from the point of use of blow torches, blow lamps, hot compressed air blowers, hot air guns, hot air strippers, asphalt, bitumen, tar or pitch heaters

If combustible materials cannot be removed from the areas specified in 1c, i and ii of this condition they must be covered and fully protected by overlapping sheets or screens of non-combustible material.

2 During the progress of work:

- a the work will be carried out only by or under the supervision of trained personnel

- b suitable fire extinguishing appliances will be kept available for immediate use at the scenes of the operations
- c the lighting of all equipment shall be carried out strictly in accordance with the manufacturer's instructions and no piece of lighted equipment shall be left unattended by **you, a director, partner or employee**
- d gas cylinders not required for immediate use shall be kept outside any building in which the work is taking place or, where work is in the open, shall be removed beyond the areas specified in 1c, i and ii of this condition.

3 After ceasing work:

You, a director, partner or employee shall undertake a thorough inspection of:

- a the area within the distances specified in 1c, i and ii of this condition
- b in so far as is practicable, the area on the other side of any wall or partition to ensure that there is no risk of fire.

A record of such inspections must be retained by **you**.

4 Welding or Cutting Equipment:

Whenever electric, oxyacetylene or similar welding or cutting equipment, grinding or cutting wheels or discs are used **you** will arrange for trained personnel to supervise the progress of work and to remain in attendance at all times until the work ceases and all lighted flame equipment is extinguished.

5 Irons

All electric soldering, carpet seaming or aspirated irons must be thermostatically controlled and whenever they are switched on or hot they must be continuously attended by **you, a director, partner or employee**.

6 Heating of Bitumen and Similar Products

Whenever asphalt, bitumen, tar or pitch heaters are used they must be sited in the open (but not on rooftops) and continuously attended by **you, a director, partner or employee** for the duration of their use.

For the purposes of this condition, the application or use of heat is deemed to be the use of blow torches, blow lamps, electric, oxyacetylene or similar welding or flame cutting equipment, hot compressed air blowers, hot air guns, hot air strippers, asphalt, bitumen, tar or pitch heaters, grinding or cutting wheels or discs, electric soldering or carpet seaming or aspirated irons.

Sub-Section C – Products Liability

The cover described below is only operative if shown as insured on the **schedule**.

Cover

We will pay the amount of damages and **claimants' costs and expenses** which **you** become legally liable to pay in respect of accidental:

- a **injury**
 - b **damage to property**
- occurring within the **territorial limits** during the **period of insurance** and arising out of **products supplied** in the course of the **business** in or from England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.

We will pay **your costs and expenses** in addition.

Limit of Indemnity

The maximum amount **we** will pay under this sub-section in any one **period of insurance** and in respect of one claim or series of

Liability Section – continued

claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause will not exceed:

- a in respect of an act of **terrorism**, £2,000,000 or the products liability limit of indemnity shown on the **schedule** for this sub-section whichever is lower
- b in respect of all claims, other than by an act of **terrorism**, the products liability limit of indemnity shown on the **schedule** for this sub-section.

Where liability arises out of or in connection with an act of **terrorism**, **our** maximum liability including damages, **claimants' costs and expenses** and **your costs and expenses** under this sub-section will not exceed £2,000,000 or the products liability limit of indemnity shown on the **schedule** for this sub-section whichever is lower.

If **we** allege that by reason of the **terrorism** limitation any **damage, injury**, cost or expense is not covered or is only covered up to the **terrorism** limit of indemnity, the burden of proving the contrary shall be upon **you**.

The maximum amount **we** will pay for all **pollution or contamination** which is deemed to have occurred during any one **period of insurance** will not exceed the products liability limit of indemnity shown on the **schedule**. All **pollution or contamination** arising out of one occurrence shall be deemed to have occurred at the time such occurrence takes place.

Where more than one party is entitled to indemnity under this sub-section, **our** total combined liability to all parties will not exceed the applicable limit of indemnity shown in a or b above in any one **period of insurance**.

Extensions to Sub-Section C – Products Liability

(Subject to the terms, conditions and exclusions of this sub-section, this section and this **policy**)

1 Corporate Manslaughter – Legal Defence Costs

We will pay **your costs and expenses** and prosecution costs awarded against **you** incurred in connection with the defence of criminal proceedings brought against **you**, or any appeal against conviction, in respect of a charge, or investigation in connection with a charge, of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007, for an offence committed, or alleged to have been committed, in the course of the **business** during the **period of insurance** provided that **we** shall not be liable:

- a for the payment of fines or penalties
- b for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- c for costs and expenses arising from an offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- d for costs and expenses in connection with proceedings for which a claim has been admitted under Sub-Section A – Employers' Liability, Sub-Section B – Public Liability, Sub-Section D – Injury to a Working Partner or Proprietor
- e for the costs of any appeal against conviction unless in the opinion of counsel, appointed by mutual agreement of **you** and **us**, the appeal is more likely to succeed than not
- f if an indemnity is provided by any other insurance.

If, in addition to a claim under this extension, **you** also have a claim under any section or sub-section of this **policy** arising from the same cause or occurrence, any amounts already paid, or incurred but not yet paid, for **your costs and expenses** and prosecution costs will be deducted from the total amount payable under this extension.

2 Health and Safety at Work Act 1974 – Legal Defence Costs

We will cover **you** and, at **your** request, any **director, partner** or **employee** in respect of **your costs and expenses** incurred in the defence of a prosecution and prosecution costs awarded against **you**, including an appeal against a conviction brought for a breach of:

- a the Health and Safety at Work Act 1974
- b the Health and Safety at Work (Northern Ireland) Order 1978 provided that:
 - i the offence under such legislation:
 - a is alleged to have been committed during the **period of insurance** in connection with the **business** and
 - b does not relate to the health, safety and welfare of an **employee**
 - ii **we** shall not be liable:
 - a for the payment of fines or penalties
 - b for costs and expenses in connection with a charge or investigation relating to an incident which was as result of an intentional or deliberate breach of or reckless disregard for statutory regulations
 - c for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
 - d unless each **director, partner** or **employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
 - e if an indemnity is provided by any other insurance.

3 Food Safety Act 1990 – Legal Defence Costs

We will cover **you** and, at **your** request, any **director, partner** or **employee** for **your costs and expenses** and prosecution costs awarded against **you** in respect of the defence of a prosecution, including an appeal against a conviction, brought for a breach of Part II of the Food Safety Act 1990 committed during the **period of insurance** in connection with the **business** provided that **we** shall not be liable:

- a for the payment of fines or penalties
- b for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- c for costs and expenses arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man
- d unless each **director, partner** or **employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- e if an indemnity is provided by any other insurance.

4 Consumer Protection Act 1987 – Legal Defence Costs

We will cover **you** and, at **your** request, any **director, partner** or **employee** in respect of **your costs and expenses** and prosecution costs awarded against **you** in the defence of a prosecution, including an appeal against a conviction, brought

for a breach of Part II of the Consumer Protection Act 1987 committed, or alleged to have been committed, during the **period of insurance** in connection with the **business** provided that **we** shall not be liable:

- a for the payment of fines or penalties
- b for costs and expenses in connection with a charge or investigation relating to an incident which was as a result of an intentional or deliberate breach of or reckless disregard for statutory regulations
- c for costs arising from any offence committed, or alleged to have been committed, outside England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man.
- d unless each **director, partner** or **employee** to be indemnified complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- e if an indemnity is provided by any other insurance.

5 Data Protection Act 1998

We will pay:

- a the amount of compensation which **you** become legally liable to pay in respect of damage or distress under the provisions of Section 13, and
- b for defence costs and prosecution costs awarded against **you** in respect of a prosecution under Section 60

of the Data Protection Act 1998 subject to the act or omission from which the legal liability, defence or prosecution cost arises occurring during the **period of insurance** and in the course of the **business** and **you** being registered in accordance with the requirements of the Data Protection Act 1998, or in the process of applying for such registration, which has not been refused or withdrawn provided that **we** shall not be liable:

- i for the payment of fines or penalties
- ii for any deliberate act or omission by **you** or any **director, partner** or **employee** from which **you** or they could have reasonably expected liability or costs to attach
- iii for liability, defence or prosecution costs arising from recording, processing or provision of data for reward
- iv for liability, defence or prosecution costs arising from determining the financial status of a person
- v for liability, defence or prosecution costs arising from an agreement which would not have attached in the absence of such agreement
- vi for the cost of rectifying, replacing, reinstating or destroying or erasing any data
- vii if an indemnity is provided by any other insurance.

Exclusions to Sub-Section C – Products Liability

1 Excess

We will not pay for the amount of the **excess** shown on the **schedule**.

2 Employees

We will not pay for **injury** sustained by any **employee** or **domestic employee** arising out of and in the course of their employment by **you**.

3 North America

We will not pay for liability arising from or in connection with **products supplied** known by **you** or a **director, partner** or **employee** to be supplied directly or indirectly to the United States of America or any territory within its jurisdiction or Canada unless such cover is specifically noted as being insured on the **schedule**.

4 Recall Costs

We will not pay for the costs incurred by anyone in recalling, removing, repairing, rectifying, replacing, reapplying or guaranteeing any **products supplied**.

5 Drugs and Medicines

We will not pay for liability arising from making up or prescribing or dispensing or repackaging of any drug, medicine or medical preparation.

6 High Risk Applications

We will not pay for liability arising from or in connection with any **products supplied** known by **you** or any **director, partner** or **employee** to be used in connection with aircraft, hovercraft, aerial devices, watercraft, drilling platforms or rigs, motor vehicles, railways, railway locomotives or carriages, operational areas of gas, chemical, nuclear, petrochemical or power generation plants or mines.

7 Products Supplied

We will not pay for liability arising from or in connection with any **products supplied** whilst they are in the custody or control of **you** or any **director, partner** or **employee**.

Sub-Section D – Injury to a Working Partner or Proprietor

The cover described below is only operative if shown as insured on the **schedule**.

(Subject to the terms, conditions and exclusions of Sub-Section A – Employers' Liability, this section and this **policy**)

Cover

For the purposes of this sub-section only, **we** will regard as an **employee** any working **partner** or proprietor of the **business** who sustains an accidental **injury** provided that:

- a such **injury** is sustained by the working **partner** or proprietor whilst working in connection with the **business** during the **period of insurance** and within the **territorial limits**
- b such **injury** is caused by the negligence of another working **partner** or another **employee**.

Limit of Indemnity

The maximum amount **we** will pay under this sub-section in respect of one claim or series of claims arising out of one occurrence or all occurrences of a series consequent on or attributable to one original source or cause including all compensation, **claimants' costs and expenses** and **your costs and expenses** will not exceed:

- a in respect of an act of **terrorism**, £5,000,000
- b in respect of other claims, the limit of indemnity shown on the **schedule** for this sub-section.

If **we** allege that by reason of the **terrorism** limitation any **injury**, cost or expense is not covered or is covered only up to the **terrorism** limit of indemnity, the burden of proving the contrary shall be upon **you**.

Where more than one party is entitled to indemnity under this sub-section, **our** total combined liability to all parties will not exceed the applicable limit of indemnity shown in a or b above.

Extensions to the Liability Section

1 Indemnity to Principal

We will, at **your** request, treat any **principal** as though they were **you** in respect of accidental **injury** or **damage** arising out of the performance of work by **you** for the **principal** provided that:

- a **you** would have been liable if the claim had been made against **you**
- b the **principal** complies with and is subject to the terms, conditions and exclusions of this **policy** in so far as they can apply
- c the conduct and control of all claims is vested in **us**
- d **our** liability shall be limited to only what is required by the contract between **you** and the **principal**.

2 Indemnity to Directors, Partners and Employees

We will, at **your** request, treat **directors, partners or employees** as though they were **you** in respect of claims made against them provided they comply with and be subject to the terms, conditions and exclusions of this **policy** in so far as they can apply.

3 Cross Liabilities

Where more than one person is shown as the insured on the **schedule**, this section shall apply separately to each person named in the same way as if a separate section had been issued to each of them.

4 Court Attendance

We will pay **you** the amounts shown below for each day such persons are required to attend court in connection with a claim for which **you** are entitled to indemnity under this section:

- a **you** or any **director** or **partner** £500
- b any **employee** £250.

5 Legionellosis

Exclusion 8 – Pollution will not apply in respect of **legionellosis** provided that:

- a **we** will not be liable for **legionellosis** occurring prior to the commencement of cover under this section
- b **we** will not be liable unless:
 - i claims are first made in writing to **you**, a **director** or **partner** during the **period of insurance**, or
 - ii the first notification of **injury** or alleging **injury** or of any incidents which may give rise to a claim made to **you**, a **director** or **partner** is notified to **us** during the **period of insurance** or within 30 days of expiry of the same **period of insurance**
- c **we** will not be liable for any **legionellosis** occurring in the United States of America or any territory within its jurisdiction or Canada
- d all **legionellosis** arising out of one occurrence shall be deemed to have occurred at the time such occurrence takes place
- e the maximum amount **we** will pay including damages, **claimants' costs and expenses** and **your costs and expenses** for **pollution and contamination** arising from or in connection with **legionellosis** during any one **period of insurance** will not exceed the public liability limit of indemnity shown on the **schedule**
- f where more than one party is entitled to indemnity under this extension, **our** total combined liability to all parties will not exceed the public liability limit of indemnity shown on the **schedule** in any one **period of insurance**.

Exclusions to the Liability Section

1 Offshore

We will not pay for liability arising from or in connection with:

- a any work in or on any offshore installation or support vessel
- b travel to, from or between any offshore installation or support vessel or
- c work undertaken from an offshore installation or support vessel.

2 Excluded Locations

We will not pay for liability arising from or in connection with any work in or on:

- a towers, steeples, chimney shafts, blast furnaces, dams, canals, viaducts, bridges or tunnels
- b aircraft, hovercraft, airports or airfields, railways, watercraft (other than hand propelled watercraft), docks or harbours, piers, wharves, breakwaters or sea walls
- c collieries, mines, quarries, chemical works, gas works, oil refineries or bulk storage facilities for gas or oil, power stations, wind farms, nuclear installations or establishments.

3 Excluded Equipment

We will not pay for liability arising from or in connection with the use of cradles or tower cranes.

4 Excluded Activities

We will not pay for liability arising from or in connection with:

- a water diversion, pile driving, underpinning or the use of explosives
- b demolition or partial demolition that:
 - i is not part of a contract for erection, re-construction, alteration or repair by **you**
 - ii involves buildings or structures exceeding 15 metres in height from ground level
 - iii is undertaken by subcontractors.

5 Excluded Compensation

(Not applicable to Sub-Section A – Employers' Liability)

We will not pay for:

- a liquidated damages, fines or penalties
- b exemplary, punitive or multiplied damages (these are damages in excess of normal compensation awarded to punish **you**)

6 Contractual Liability

(Not applicable to Sub-Section A – Employers' Liability)

We will not pay for liability assumed under the terms of a contract or agreement:

- a unless liability would also have attached in the absence of such contract or agreement and such liability is otherwise covered by this **policy** or
- b where the terms of the contract or agreement made by **you** prevent **us** from taking over the full defence or settlement of a claim.

7 Design, Advice or Treatment

(Not applicable to Sub-Section A – Employers' Liability)

We will not pay for liability arising:

- a from the defective design, plan, formula or specification of **products supplied** if it is given for a fee or if a fee would normally be charged for it
- b out of technical, professional or remedial instruction and advice given for a fee or for which a fee would normally be charged

- c out of treatment given or administered by **you** or any **director, partner or employee** or on **your** behalf
- d from a failure to give advice or treatment or any lack of professional skill.

8 Pollution

(Not applicable to Sub-Section A – Employers' Liability)

We will not pay for liability directly or indirectly arising from or in connection with **pollution or contamination** unless caused by a sudden, identifiable, unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the **period of insurance**.

9 Jurisdiction

(Not applicable to Sub-Section A – Employers' Liability)

We will not pay for any claim made in the courts of a country outside **Europe**.

10 Defective Work

(Not applicable to Sub-Section A – Employers' Liability)

We will not pay for the cost of making good, replacing or reinstating defective work carried out by **you** or on **your** behalf.

Condition to the Liability Section

Other Insurance Condition

Unless otherwise excluded, if any claim under this section is also covered in whole or in part by any other existing insurance or by an indemnity from any other insurance or security, **our** liability shall be limited to any excess beyond the amount which would have been payable under such other insurance or from such other security had this section not been effected.

Condition Precedent to Liability – Liability Section

Legionellosis Precautions Condition

(Not applicable to Sub-Section A – Employers' Liability)

Where **you** own or are responsible for any water, air-conditioning or other purpose built system or equipment that uses water including, but not limited to, associated tanks, pipes, ducting, evaporative condensers, spa pools, saunas and Turkish baths at the **premises**, it is a condition precedent to **our** liability to pay claims in respect of **legionellosis** arising from or in connection with such system or equipment that **you** must:

- a undertake risk assessments to identify the presence of legionella bacteria at intervals not exceeding 12 months
- b take appropriate measures to prevent and control the growth and multiplication of legionella bacteria
- c retain documentary evidence of all risk assessments and measures undertaken
- d produce such documentary evidence if requested by **us**.

Personal Accident Section

The cover described below is only operative if shown as insured on the **schedule**.

Definitions

The following definitions apply in addition to or replace the general **policy** definitions

Expert medical specialist

A person other than **you** or a member of **your** immediate family or an **employee** of **yours** who is qualified as a consultant in the branch of medicine to which the **bodily injury** relates.

Fracture

The break of an elbow, wrist or one or more bones in the arm being either the Humerus, Radius or the Ulna Scapula or Clavicle or break of an ankle or one or more bones in the leg being either the Femur, Patella, Tibia or Fibula or the Pelvis where an **expert medical specialist** confirms established non-union, or the fracture of the skull including the facial bones and the lower jaw.

Weekly income

Usual weekly amount including wages, salary but excluding any bonus payments or state benefits, paid to the **insured person** at the time of the commencement of the disablement.

Insured Person

A person included in a group of persons shown on the **schedule** but excluding any temporary **employee**, labour only subcontractor, volunteer or voluntary worker or person undertaking work for **you** under a work experience placement.

Operative Time

The period of time as shown on the **schedule** during which an **insured person** is covered by the Personal Accident Section.

Cover

We will pay **you** the appropriate benefits shown on the **schedule** if during the **period of insurance** and in the **operative time** an **insured person** suffers **bodily injury** which, independently of any other cause and within two years of the **bodily injury**, results in death, disablement, loss of limbs, sight, hearing or speech.

Benefits

1 Temporary total disablement

Bodily injury which solely and directly results in the total and absolute inability of the **insured person** to attend to any part whatsoever of their occupation or profession.

2 Loss of Limbs, Sight, Hearing or Speech

- a Loss of Limbs:
 - i in the case of a leg or legs:
 - a loss by permanent physical severance at or above the ankle or
 - b permanent and total loss of use of an entire foot or leg which in the opinion of an **expert medical specialist** will not be recovered.
 - ii in the case of an arm or arms:
 - a loss by permanent physical severance of the four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand) or

- b permanent and total loss of use of an entire hand or arm which in the opinion of an **expert medical specialist** will not be recovered.
- b Loss of Sight:
 - Irrecoverable loss of sight:
 - i in both eyes if an **insured person** is registered as severely sight impaired
 - ii in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what a person with standard vision should see at 60 feet) which in the opinion of an **expert medical specialist** will not be recovered.
- c Loss of Hearing:
 - Total and permanent loss of hearing in one or both ears to the extent that the hearing loss in one or both ears is greater than 95 decibels across all frequencies using a pure tone audiogram that has lasted 52 consecutive weeks and that in the opinion of an **expert medical specialist** will not be recovered
- d Loss of Speech:
 - Total and permanent loss of speech which in the opinion of an **expert medical specialist** will not be recovered.

3 Permanent total disablement

Bodily injury not resulting in death, loss of limbs, sight, hearing or speech which has lasted for at least one year and which solely and directly results in the permanent and absolute inability of the **insured person** to attend to any part whatsoever of their occupation or profession.

4 Death

Bodily injury which solely and directly results in the death of an insured person.

Payment of Benefits

Unless agreed by **us** in writing any claim under this section will commence with Benefit 1. If during the progress of the claim **we** agree with **you** it is more appropriate to progress to Benefit 2 or 3, all amounts paid or payable under Benefit 1 will be deducted from any sum paid under Benefit 2 or 3 in respect of the same **bodily injury**.

If a payment is made under Benefit 4, all amounts paid or payable under Benefits 1, 2 or 3 will be deducted from any sum paid under Benefit 4 in respect of the same **bodily injury**.

A **deferment period** applies in respect of Benefit 1.

Payment under Benefit 1 will be made when the total amount payable has been agreed or, if **you** request and **we** agree, at intervals of 4 weeks in arrears.

The maximum period for which payments will be made under Benefit 1 for any one accident or series of accidents occurring in any one **period of insurance** in respect of any one **insured person** is 104 weeks from the commencement of the disablement.

Extensions

(Subject to the terms, conditions and exclusions of this section and this **policy**)

1 Medical Expenses

When a payment is made under Benefits 1, 2, 3 or 4 **we** will also pay for medical expenses incurred and arising from treatment following **bodily injury** to an **insured person** during the **period of insurance** up to:

- a 5% of the total amount paid for Benefits 2, 3 and 4
- b 15% of the total amount paid for Benefit 1.

2 Hospitalisation Benefit

When a payment is made under Benefits 1, 2, 3 or 4 **we** will also pay a hospitalisation benefit of £50 for each full day the **insured person** is hospitalised during the **period of insurance** as a result of **bodily injury**.

3 Disappearance

In the event of the disappearance of an **insured person** during the **period of insurance**, if they are entered onto the Register of Presumed Deaths and it is reasonable to believe that death occurred as a result of **bodily injury**, Benefit 4 shall be payable but if after payment has been made the **insured person** is subsequently found to be living such payment will be refunded to **us**.

4 Temporary Work Overseas

In respect of work or visits undertaken in connection with the **business** by any **insured person** normally resident in England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man, the indemnity provided by this section extends to include **bodily injury** occurring whilst working elsewhere in the world provided that:

- a the duration of such work does not exceed six months during the **period of insurance**
- b any work outside **Europe** consists solely of clerical, sales promotion or administrative work or participation in but not the hosting or management of exhibitions, trade shows or conferences.

5 Personal Representatives

Where **you** are the sole proprietor of the **business**, **we** will pay **your** personal representatives if Benefit 4 becomes payable as a consequence of **your** death or disappearance.

Conditions

1 Medical Practitioner

If an **insured person** sustains a **bodily injury** which may result in a claim under this section such **insured person** shall consult a duly qualified medical practitioner and follow any medical advice given.

2 Accumulation

The maximum amount **we** will pay under this and any other personal accident insurance policy issued by **us** in **your** name in respect of all **insured persons** suffering **bodily injury** in the same accident or series of accidents contributed to by, caused by, or consequent upon the same original cause, event or circumstance shall be £1,000,000. In the event of the accumulated loss exceeding this amount, **our** liability in respect of each **insured person** will be proportionately reduced so that the total does not exceed that amount.

3 Discharge of Liability

When a payment is made under Benefits 2, 3 or 4 **our** liability under this section shall cease in respect of that **insured person**.

4 Evidence of Bodily Injury

Where a claim is made for Benefits 1, 2 or 3 all certificates, information and evidence **we** reasonably require shall be provided to **us** at **your** expense and the **insured person** will agree to medical examination, when reasonably required, at **our** expense during the period of incapacity.

If the requirement for documents or attendance at examinations at **our** request is not complied with, **we** will stop all payments under this section and rights to benefit will be forfeited until the requested documentation is provided in its entirety or the **insured person** submits to examination within 30 days of being asked or a longer period mutually agreed by **you** and **us**.

Where a claim is made for Benefit 4, **we** may require a post mortem at **our** expense.

Exclusions

We will not pay:

- 1 interest on any benefit payable
- 2 for **bodily injury** caused by or resulting from:
 - a suicide, attempted suicide, a sexually transmitted disease, the **insured person** being under the influence of alcohol or the **insured person** being under the influence of drugs or controlled substances (unless administered under medical supervision other than for the treatment of drug or substance addiction)
 - b deliberate or intentional self harm on the part of the **insured person**
 - c any physical defect, infirmity, medical condition or chronic or recurring illness for which the **insured person** has received medical treatment in the 12 months prior to death or the commencement of the disablement or loss of limbs, sight, hearing or speech
 - d sickness or disease or any naturally occurring condition, degenerative process or gradually operating cause
 - e active service in the armed forces or reserve armed forces of any nation
 - f any other health problem which has not been declared to **us** but which ought reasonably to have been within the knowledge of the **insured person** at the inception of the **period of insurance** during which the **bodily injury** occurred
 - g the **insured person** engaging in or practising or training for sport involving financial gain or payment other than for reimbursement of travel and out of pocket expenses
 - h the **insured person** committing a criminal offence
 - i the use of wood-working machinery driven by steam, gas, water, electricity or other mechanical power including pendulum or swing saws. For the purposes of this exclusion, 'wood-working machinery' shall not include fret-saws, lathes, boring machines, sanding machines or any other mechanically driven portable tools held and applied to the work by hand
 - j any **bodily injury** to the **insured person** resulting from their engaging in or practising or training for any of the following pursuits or activities:
 - i boxing, wrestling or other forms of unarmed or armed combat or martial arts
 - ii mountaineering, rock or cliff climbing, coastering or abseiling

Personal Accident Section – continued

- iii sports or activities involving freefalling or requiring the use of elastic ropes
- iv ice hockey or winter sports (other than ice skating and curling)
- v pot holing or similar underground activities
- vi racing (other than on foot)
- vii hunting, hunter trials or similar, show jumping or steeple chasing
- viii sailing or yachting outside British Coastal Waters, power boating, water ski jumping, jet skiing, flyboarding, sea canoeing, white water sports of any kind or other water activities that require the use of underwater breathing equipment
- ix rugby or any other type of football (other than amateur Association Football)
- x motor cycling involving racing, pace-making, speed testing, participating in any rally, reliability trial or competition, motocross, trail, enduro, trial or grass track riding
- xi engaging in or practising or training for flying or any other aerial activity (other than as a passenger in any passenger carrying aircraft but not as a member of the crew and not for the purpose of undertaking any trade or technical operation in or on the aircraft).

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