



Policy wording

Business Choice

April 2021

Contents

Welcome to AXA	3
Your policy	3
Important phone numbers	4
Meanings of defined terms	5
Policy conditions	6
Alarm condition	10
Minimum security standards condition	12
<hr/>	
Sections of cover	
Property damage section	14
Business interruption section – Gross profit/Gross revenue/ Rent receivable	33
Business interruption section – Increase in cost of working	44
Public and products liability section	47
Employer’s liability section	57
Goods in transit section	62
Money and personal assault section	68
Specified all risks section – cover for specific items	74
Theft by employees section	80
Personal accident section	84
Equipment (including computer) breakdown section	88
Terrorism section	96
Commercial legal expenses section	100
<hr/>	
Making a complaint	112

Welcome to AXA

Thank you for choosing AXA

Please read carefully all documents that **we** have provided and keep them in a safe place.

If **you** have any questions, need anything explaining or believe this contract does not meet **your** needs, please contact **us** or **your** insurance adviser.

Your policy

Your policy is divided into a number of sections. The sections of cover that apply are shown under **your** cover summary which is in the schedule. **Your** cover summary contains a list of sections available, but only those shown as 'covered' apply. Where a section does not apply **your** cover summary will state that it is 'not covered'.

Your policy is a contract of insurance between **you** and **us** and **you** have a duty to make a fair presentation of the risk to **us** in accordance with the law.

The **policy** describes the cover for which **we** have accepted **your** premium. The **policy** wording, schedule and any endorsements must be read together.

Your policy is renewable provided **we** agree to accept **your** premium for any subsequent **period of insurance**. A new schedule will be issued for each **period of insurance** showing any changes to **your** cover.

Throughout **your policy**, **we** use defined terms. Defined terms are used to explain what a word means and are highlighted in bold blue print.

Headings have been used for **your** guidance to help **you** understand the cover provided. The headings do not form part of the contract.

Under the heading 'What is covered' **we** give information on the insurance provided. This must be read with 'What is not covered', the Policy conditions and any conditions of cover that are applied to each section.

Under the heading 'What is not covered' **we** draw **your** attention to what is excluded from **your policy**.

Important phone numbers



Glass replacement service*

0300 303 2944

A quick and efficient service available 365 days a year.



Legal and tax advice**

0330 024 5346

Our confidential legal and tax advice line.
Please quote AXA Commercial when **you** call.



Emergency helpline***

0330 024 5346

Our 24 hour emergency helpline. Please quote AXA Commercial when **you** call. We will provide details of reputable contractors who will be able to help.

Calling the helpline does not constitute notification of an insurance claim.
You will have to pay for any call out charges, parts and cost of labour.

- * The Glass replacement service is provided by an AXA approved glazing and locks provider.
- ** The telephone legal and tax advice is provided on behalf of Arc Legal Assistance Ltd by Irwin Mitchell Solicitors and can advise on general UK law and taxation.
- ** Tax telephone advice provided by Irwin Mitchell Solicitors may involve the use of external accountants to provide tax telephone advice.
- ** Arc Legal Assistance Ltd make no additional charge for providing these services.
- *** The emergency assistance helpline is provided on behalf of Arc Legal Assistance Ltd by AXA Assistance UK. Arc Legal Assistance Ltd make no additional charge for providing these services.
Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority.
Their Firm Reference Number is 305958.
Irwin Mitchell LLP is a limited liability partnership registered in England and Wales, with number OC343987, and is authorised and regulated by the Solicitors Regulation Authority.
Telephone calls may be monitored and recorded.

Making a claim

All sections other than the Legal expenses section.

If **you** need to make a claim please first check **your policy** to make sure **you** are covered. **You** must then follow the Claims notification condition and Claims procedures condition on pages 6-7 of this document, headed Policy conditions.

For legal expenses claims please refer to the Legal expenses section of **your policy**.

Making a complaint

If **you** are not happy with the way a claim or any other matter has been dealt with, please read 'Making a complaint' on page 112 of this document.

Meanings of defined terms

These meanings apply throughout **your policy**. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used. There may be additional defined meanings in each section.

Alarmed building(s)

The building(s) or those portions of the building(s) used by **you** at the **premises** required to have an **intruder alarm system**.

Business

Business shown in **your** schedule.

Excess

First amount of any claim or claims for which **you** are responsible.

Intruder alarm system

The component parts including the means of communication used to transmit signals to the alarm-receiving centre.

Key holder

You or any person or key holding company authorised by **you**, who is available at all times to accept notification of faults to or alarm signals from the **intruder alarm system** and to attend and allow access to the **premises**.

Period of insurance

Period from the start date to the expiry date shown in **your** schedule.

Policy

Policy wording, schedule and any endorsements attached or issued.

Policy territories

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

Premises

Premises shown in **your** schedule.

We/us/our

AXA Insurance UK plc.

You/your/yourself

Person(s), firm, company or organisation shown in your schedule as the insured.

Policy conditions

You must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply then **we** may at **our** option take one or more of the following actions

- 1 Cancel **your policy**.
- 2 Declare **your policy** void (treating **your policy** as if it had never existed).
- 3 Change the terms of **your policy**.
- 4 Refuse to deal with all or part of any claim or reduce the amount of any claim payments.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

There are additional conditions under each section of cover.

Where **your policy** contains conditions that specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim **you** will be covered, and **we** will pay **your** claim, if **you** are able to prove that the non-compliance with the condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Cancellation condition

- 1 **You** may cancel **your policy** within 14 days of receiving **your policy** for the first **period of insurance** if for any reason **you** are dissatisfied or the **policy** does not meet **your** requirements.
- 2 **We** can cancel **your policy** at any time during the **period of insurance** by giving 14 days written notice to **your** last known address.

Where **your policy** is cancelled in accordance with either of the above provisions, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation.

- 3 **You** may also cancel **your policy** at any other time during the **period of insurance**. **We** will refund part of the premium paid, proportionate to the unexpired **period of insurance** less a short period premium surcharge of £50.

- 4 **We** can cancel **your policy** immediately, without giving **you** notice if the premium has not been paid. If a claim has been made or there has been any incident likely to lead to a claim during the current **period of insurance**, the annual premium remains due in full.

We will only refund premium provided that no claim has been paid or is outstanding in the current **period of insurance**.

Cancellation of this **policy** will not affect any claims or rights **you** or **we** may have before the date of cancellation.

We do not have to offer renewal of **your policy** and cover will cease on the expiry date.

Change in risk condition

You must tell **us** as soon as possible during the **period of insurance** of any change

- 1 to the **business**
- 2 in the person, firm, company or organisation shown in **your** schedule as the insured
- 3 to the information **you** provided to **us** previously or any new information that increases the risk of loss as insured under any section of **your policy**.

Your policy will come to an end from the date of the change unless **we** agree in writing to accept an alteration.

We do not have to accept any request to vary **your policy**. If **you** wish to make any alteration to **your policy** **you** must disclose any change to the information **you** previously provided or any new information that could affect this insurance. If **we** accept any variation to **your policy**, an increase in the premium or different terms or conditions of cover may be required by **us**.

Claims notification condition

You must

- 1 as soon as practical
 - a give **us** notice of any circumstances which might lead to a claim under **your policy**
 - b give **us** all the information **we** request.

- 2 immediately
 - a on receipt send **us** every letter, court order, summons or other legal document served upon **you**
 - b tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under **your policy**
 - c notify the police of any loss or damage that has been caused by malicious persons, thieves, rioters, strikers or vandals.

We will not pay **your** claim where **you** have not complied with this condition.

Claims procedures condition

- 1 **You** must take or allow others to take practical steps to prevent further injury, loss or damage, recover property lost and otherwise minimise the claim.
- 2 At **your** expense **you** must provide **us** with
 - a full details in writing of any injury, loss or damage and any further information or declaration **we** may reasonably require
 - b any assistance to enable **us** to settle or defend a claim
 - c details of any other relevant insurances.
- 3 **You** may not accept, negotiate, pay, settle, admit or repudiate any claim without **our** written consent.
- 4 Following a claim **you** must allow **us** or anyone authorised by **us**
 - a access to **premises**
 - b to take possession of, or request delivery to **us** of any property insured.
- 5 **You** may not abandon any property to **us**.
- 6 **We** will be allowed complete control of any proceedings and settlement of the claim.

We will not pay **your** claim where **you** have not complied with this condition.

Fair presentation of risk condition

You have a duty to make a fair presentation of the risk which **you** wish to insure. This applies prior to the start of **your policy**, if any variation is required during the **period of insurance** and prior to each renewal. If **you** do not comply with this condition then

- 1 if the failure to make a fair presentation of the risk is deliberate or reckless **we** can elect to make **your policy** void and keep the premium. This means treating the **policy** as if it had not existed and that **we** will not return **your** premium, or
- 2 if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would not have provided cover had **you** made a fair presentation, then **we** can elect to make **your policy** void and return **your** premium or
- 3 if the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would have issued cover on different terms had **you** made a fair presentation of the risk then **we** can:
 - a reduce proportionately any amount paid or payable in respect of a claim under **your policy** using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
 - b treat **your policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** made a fair presentation.
- 4 Where **we** elect to apply one of the above then
 - a if **we** elect to make **your policy** void, this will be from the start of the **policy**, or the date of variation or from the date of renewal

- b** **we** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the **policy**, or the date of variation or from the date of renewal
- c** **we** will treat the **policy** as having different terms imposed from the start of the **policy**, or the date of variation or from the date of renewal

depending on when the failure to make a fair presentation occurs.

Fraud condition

You and anyone acting for **you** must not act in a fraudulent way.

If **you** or anyone acting for **you**

- 1 knowingly makes a fraudulent or exaggerated claim under **your policy**
- 2 knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine) or
- 3 knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine),

we will

- a** refuse to pay the claim
- b** declare the **policy** void from the date of the fraudulent act without any refund of premiums.

We may also inform the police of the circumstances.

Instalments condition

If **you** fail to pay a premium instalment to **us** on the date due **we** may charge an administration fee for instalments rejected by **your** bank.

We have the right to cancel **your policy** for non-payment and apply a short premium payment surcharge of £50.

If a claim has been made or there has been any incident likely to lead to a claim during the current **period of insurance** the annual premium remains due in full. If no claim has been made and insufficient payments have been made to cover the period for which insurance has been provided, payment for the unpaid portion of premium will remain due.

Law applicable condition

You and **we** can choose the law which applies to this **policy**. **We** propose that the Law of England and Wales apply. Unless **we** and **you** agree otherwise, the law of England and Wales will apply to this **policy**.

Other insurance condition

If a claim is made under **your policy** and there is other insurance cover for which **you** are, or would but for this **policy** be entitled to have a claim paid under the other insurance, **we** will at **our** option, either pay

- 1 a proportionate share of the claim or
- 2 an amount beyond that which is or would be payable under the other insurance.

Reasonable care condition

You must take reasonable steps to

- 1 prevent or protect against injury, loss or damage
- 2 keep **your premises**, machinery, plant and equipment and all other property insured in good condition and in full working order
- 3 remedy any defect or any danger that becomes apparent, as soon as possible.

If required by **us**, **you** must allow access to **your premises** and/or activities of **your business** to carry out inspection or survey. **You** must complete any risk improvements that **we** ask for, within a reasonable period of time advised by **us**.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Sanctions condition

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **your policy** that **we** will not provide cover, or pay any claim or provide any benefit under **your policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, or **our** parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

Subrogation (our rights) condition

We will be entitled to undertake in **your** name or on **your** behalf

- 1 the defence or settlement of any claim
- 2 steps to enforce rights against any other party before or after payment is made by **us**.

Third party rights condition

This contract is between **you** and **us**. The rights under this contract will not be enforceable by any other party because of the Contract (Rights of Third Parties) Act 1999.

Alarm condition

Your schedule will show if this condition applies.

Alarm condition

This condition of cover applies to

- 1 the Property damage, Business interruption and Money sections of **your policy** and to each of **your premises** where **your** schedule shows intruder alarm protection is required
- 2 the Specified all risks items at **your premises** where **your** schedule shows intruder alarm protection is required.

You must comply with the following condition to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about this condition or whether **you** need to notify **us** about any matter, please contact **us**.

For cover to operate in respect of accidental loss, destruction or damage following entry or attempted entry to or exit from the **alarmed building(s)** by forcible and violent means **you** must ensure that the following are complied with

- 1 An **intruder alarm system** with an acceptable type of remote signalling as shown in **your** schedule must be installed within 30 days from either
 - a the start date of **your policy** shown in **your** schedule, where intruder alarm protection is required from the start of the **policy**
 - b the date of changes to **your** cover shown in **your** schedule, where intruder alarm protection is required from the date of changes to **your** cover
 - c the date of changes to **your** cover shown in **your** schedule, where there is a change to the intruder alarm protection type required from the date of changes to **your** cover

and put into full and effective operation whenever the **premises** are closed for business or left unattended.

We will not regard the **intruder alarm system** as fully effective if **you** have had notice of the withdrawal of the police, telephone or central monitoring station service and the service has been withdrawn.

- 2 Alarm signalling must activate remotely to an alarm-receiving centre fully compliant with British Standard BS 5979 and operated by a company accredited and operating to a quality management system in accordance with EN International Organization for Standardization (ISO) 9000.
- 3 The **alarmed building(s)** must be protected by an **intruder alarm system** designed, installed and maintained to British Standard BS 4737 or European Norm EN 50131 including, where stipulated by **us** or the local police authority, British Standard BS 8243 for the installation of intruder alarm systems designed to generate confirmed alarms.
- 4 The intruder alarm installation and maintenance company must be both
 - a a member of an alarm inspectorate which is accredited by the United Kingdom Accreditation Service (UKAS) to EN 45011 or EN 45012and
 - b accredited and operate a quality management system in accordance with EN International Organization for Standardization (ISO) 9000.
- 5 The **intruder alarm system** must be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance, as per the requirements of BS 4737 or EN 50131 with the installing company or such other company as agreed with **us**.
- 6 The **alarmed building(s)** will not be left unattended without **our** agreement

Alarm condition *continued*

- a unless the **intruder alarm system** is set in its entirety with the means of communication used to transmit signals (including both alarm transmission systems for dual signalling systems) in full operation
- b if the police have withdrawn their response to alarm activations.

If the alarm system is not fully operative **you** must make arrangements for the **premises** to be attended at **your** own cost until the **intruder alarm system** is fully operational.

- 7 **You** must keep all security codes for the **intruder alarm system** confidential and all codes and keys must be removed from the **premises** when they are left unattended.
- 8 **You** will appoint at least two **key holders** and give written details (which must be kept up to date) to the alarm company and either the police or the alarm-receiving centre.
- 9 In the event of notification of any activation of the **intruder alarm system** or interruption of means of communication, including one or both alarm transmission systems for dual signalling systems, during any period the **intruder alarm system** is set a **key holder** will attend the **premises** as soon as reasonably possible.

If the alarm cannot be reset following the **key holder** attendance **you** must make arrangements for the **premises** to be attended until the **intruder alarm system** is fully operational.

- 10 In the event of **you** receiving any notification
 - a that the 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
 - b from a local authority or magistrate imposing any requirement for abatement of nuisance
 - c that the **intruder alarm system** cannot be returned to or maintained in full working order

you will tell **us** as soon as possible but in any event within seven days and comply with any subsequent requirements stipulated by **us**.

- 11 **You** must not make any changes to the alarm signalling shown in **your** schedule without **our** agreement.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for fire and/or explosion and/or malicious damage and/or theft or attempted theft and/or loss of money as a result of entry or attempted entry to or exit from the **alarmed building(s)** by forcible and violent means.

Minimum security standards condition

Minimum security standards condition

This condition of cover applies to the Property damage, Business interruption, Money and Specified all risks sections of **your policy** where **your** schedule shows they are covered.

You must comply with the following condition to have the full protection of **your policy**.

Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about this condition or whether **you** need to notify **us** about any matter, please contact **us**.

For cover to operate in respect of accidental loss, destruction or damage following entry or attempted entry to or exit from **your premises** by forcible and violent means **you** must ensure that the following minimum level of security must be installed and maintained at the **premises** and put into use whenever the **premises** are closed for business or left unattended.

Alternative minimum security protections can only be installed with **our** written permission

- 1 all external doors of the building(s) or any part of the building(s) used by **you** at **your premises** and
- 2 all internal doors in the building(s) that give access to any part of the building(s) not used by **you** for the purpose of the **business** must be secured as follows
 - a timber doors must be fitted with an appropriate mortice deadlock which has 5 or more levers and/or conforms to British Standards BS 3621 or European Norm EN 1303 together with a matching metal box striking plate, installed in accordance with the manufacturer's recommendations
 - b aluminium doors must be fitted with integral cylinder key operated mortice deadlocks to EN 1303

- c UPVC doors must be fitted with key operated multi-point locking devices incorporating swinging/claw locking bolts
- d the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom
- e metal roller shutters or composite roller shutters must be fitted with
 - i two cylinder profile (pin bolt) locks welded as close as possible to the bottom of each side guide rail
 - ii a heavy duty close shackle padlock and matching padlock bar conforming to at least Grade 4 of BS EN 12320:2001 centrally positioned and fitted through the bottom rail into a locking ring or stud fixed into concrete below ground level

If there are any external electrically powered operating controls these must be secured within a welded steel box housing with a detachable or internally hinged steel cover plate of not less than 6mm thickness. The cover plate to be securely bolted or welded to the box housing and secured by a heavy duty padlock to at least Grade 4 of BS EN 12320:2001

- 3 all opening external basement, ground floor and other accessible windows (accessible includes a window that can be easily reached from an adjacent flat roof, a fire escape, balconies, canopies or down pipes), fanlights, roof lights, skylights must all be fitted with suitable and appropriate key operated window locks, installed in accordance with the manufacturer's recommendations. All louvered windows must have their louvers permanently fixed into place to ensure they cannot be removed from their fixings.

This requirement does not apply to windows protected by solid steel bars, weld mesh or expanded metal grills securely fixed to the brickwork surrounding the window

Minimum security standards condition *continued*

- 4 any door or window officially designated by the local planning officer, local building control officer or as defined within **your** business fire risk assessment forming part of an emergency exit route, is excluded from the above requirements. The doors and windows must only be secured using suitable and appropriate internally operated quick release type of security devices, specifically designed for this purpose with mortice deadlocks conforming to BS 8621; panic bars/latches conforming to BS EN 1125
- 5 each item of electronic office equipment with an individual replacement value of £10,000 or more must be securely anchored to the desk, workstation or to the structure of the building in accordance with the following Loss Prevention Standard (LPS) requirements
 - a in respect of electronic equipment such as PCs, laser printers or fax machines, all items must be secured in accordance with LPS 1214 requirements
 - b in respect of electronic equipment such as blade servers, computer cabinets and security enclosures, all items must be secured in accordance with LPS 1175 requirements.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for fire and/or explosion and/or malicious damage and/or theft or attempted theft and/or loss of money as a result of entry or attempted entry to or exit from **your premises** by forcible and violent means.

Property damage section

Contents of this section

Meanings of defined terms	14
What is covered	16
Limit of cover	21
Extensions of cover	21
Optional extensions of cover	26
What is not covered	27
Section conditions	29

Meanings of defined terms

These meanings apply within **your** Property damage section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5 of **your policy**.

Building(s)

The building(s), outbuilding(s), extensions, and garages together with landlords fixtures and fittings in or on them, foundations or footings, canopies, annexes, gangways, conveniences, chimneys, fire escapes, walls, gates and fences, yards, car parks, roads and pavements, piping, ducting, cables, wires and associated control gear, CCTV systems, entry and exit systems, signage and accessories on the **premises** and extending to the public mains, but only to the extent of **your** responsibility.

Business interruption

Loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** as a result of **damage** to property used by **you** at the **premises** for the purposes of the **business**.

Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

Contents

Contents in and at **your premises** or held in trust by **you** for which **you** are responsible (including wines, spirits, cigarettes and tobacco held for entertainment purposes, promotional materials, leaflets and the like but not more than £2,500 in total value). Contents does not include **stock** and vehicles licensed for road use (including accessories on them).

In addition, and as long as they are not insured elsewhere, contents will include

- 1 **money** not exceeding £1,000

Property damage section *continued*

- 2 documents, manuscripts and accounting records, but only for the cost of the materials and clerical labour used in recompiling the records. This does not include any expense involved in the recreation of the information recorded
- 3 **computer systems** records, but only for the cost of the materials and clerical labour and computer time used in recompiling the records. This does not include any expense involved in the recreation of the information recorded
- 4 patterns, models, moulds, plans and designs for an amount not exceeding the cost of the labour and materials used in their reinstatement
- 5 contents of outbuilding(s)
- 6 contents of open yards
- 7 tenants improvements, alterations and decorations
- 8 landlords fixtures and fittings
- 9 directors, partners, customers, visitors and employees' personal effects (other than motor vehicles and **money**) not exceeding £1,000 for any one person.

Damage

Accidental loss, destruction or damage.

Data

Any data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Declared value

Your assessment in accordance with the Basis of claims settlement paragraphs 1, 2 and 4 under 'What is covered' of this section, for the cost of reinstatement of the **building(s)** and cost of replacement of the **contents** applying at the start of the **period of insurance**.

Ignoring any increase in cost which may apply during the **period of insurance** but including an allowance for any additional costs to comply with public authority requirements, professional fees and debris removal.

Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**. 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, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

Empty

Any **building(s)** or any portions of the **building(s)** which are wholly unoccupied, mainly unoccupied or not in use by **you** or any of **your** tenants for more than 30 consecutive days.

Flood

Damage caused by

- 1 the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam
- 2 inundation from the sea
- 3 inundation by rainwater or rainwater induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the **building**.

Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

Money

Bills of exchange, uncrossed promissory notes, cash, bank and currency notes, uncrossed cheques, giro cheques including pre-authenticated giro cheques, uncrossed

Property damage section *continued*

postal orders, uncrossed money orders, uncrossed warrants, current postage stamps, unused units in franking machines, National Savings stamps, National Insurance stamps, trading stamps, gift tokens, gaming machine tokens, lottery tickets (excluding scratch cards held in stock for resale), customer redemption vouchers, authenticated travel tickets, phone cards (excluding phone cards held in stock for resale), holiday with pay stamps, luncheon vouchers, securities for money, travel warrants, crossed warrants, credit company sales vouchers, debit card sales vouchers, crossed cheques, crossed giro drafts, crossed postal orders and crossed money orders, crossed national giro bank orders, crossed promissory notes, crossed bankers drafts, premium bond certificates, VAT purchase receipts, credit card counterfoils, premium bonds, savings bonds, stamped National Insurance cards and National savings certificates.

Non-standard construction

Constructed of materials other than those detailed in the meaning of **standard construction**.

Phishing

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

Standard construction

Brick, stone, metal or concrete built and roofed with slates, tiles, metal or concrete, and plastic roof lights.

Stock

Stock and materials in trade, including work in progress, finished goods and customers goods in and at **your building(s)** or held in trust by **you** for which **you** are responsible.

Terrorism

In England, Scotland and Wales: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in

the United Kingdom or any other government de jure or de facto.

In Northern Ireland: An act including, but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

In the Channel Islands and the Isle of Man: An act of any person(s) 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 any government de jure or de facto.

Vermin

Rats, mice, squirrels, owls, pigeons, foxes, bees and wasps or hornets.

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems**, **data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

✓ What is covered

Property damage cover

We will cover **you** for **damage** by any of the following Causes occurring during the **period of insurance** to any of the property detailed in **your** schedule. **We** will pay **you** for the value of the property at the time of its **damage** or for the amount of the **damage**, or at **our** option reinstate or replace the property or any part of it in accordance with the following Basis of claims settlement.

Basis of claims settlement

- 1 Claims for the total loss or destruction of **contents** will be settled on the basis of replacement of property similar to but no better or more extensive than the **contents** when new.
- 2 Claims for partial **damage** to **contents** will be settled on the basis of restoration to a condition no better or more extensive than the condition of the **contents** when new.
- 3 Claims for **computer systems**, records, documents, manuscripts, business books, accounting records and data carrying materials will be settled on the basis of the value of the materials together with the cost of clerical labour and computer time taken in reproducing those records, but **we** will not cover
 - a any expenses in connection with reproducing information to be recorded on them
 - b the value to **you** of the information contained in them.
- 4 Claims for **damage** to the **building(s)** and tenants improvements insured as a specific item will be settled on the basis of rebuilding or replacement of the destroyed property or the repair or restoration of the damaged portion of the property in each case to a condition equal to but no better or more extensive than its condition when new.
- 5 Claims for **damage** to **stock** will be settled on the basis of its value at the time of loss or destruction with an adjustment for wear and tear.

You must declare to **us** at the start date of the **period of insurance** the sum insured for **stock**. Any claim for **damage** will be settled on this basis subject to

- 1 the value for those items will be calculated on this basis for the purpose of the Average condition
- 2 the maximum amount payable for any one item shall not exceed the sum insured for that item shown in **your** schedule.

Day one average basis of settlement – building and contents

Subject to the following special conditions, the amount payable for **building(s)** and **contents** under the sums insured shown as the **declared value** in **your policy** schedule will be calculated on a Day one average basis as reinstatement of the damaged **building(s)** and **contents**.

For this purpose, reinstatement means

- 1 the rebuilding or replacement of damaged **building(s)** and **contents**, which provided **our** liability is not increased may be completed
 - a in any manner suitable to **your** requirements
 - b on a different site
- 2 the repair or restoration of damaged **building(s)** and **contents** in either case, to a condition equivalent to or the same as but not better or more extensive than its condition when new.

Provided that **you** have stated the **declared value**, shown in **your** schedule as the sum insured for each **building(s)** and **contents**, and the premium has been calculated accordingly.

Special conditions applicable to Day one average basis of settlement – building(s) and contents cover

- 1 At the start of each **period of insurance** **you** must tell **us** the **declared value** of each **building(s)** and **contents**.

Without this declaration the current **declared value** will be taken as the **declared value** for the next **period of insurance**.

- 2 If at the time of **damage** the **declared value** of the **building(s)** and **contents** **you** are claiming for is less than the cost of reinstatement at the start of the **period of insurance**, **our** liability for any **damage** will be proportionately reduced and will be limited to the proportion that the **declared value** bears to the cost of reinstatement.
- 3 **Our** liability for the repair or restoration of **building(s)** and **contents** damaged in part only, will not exceed the amount which would have been paid had the **building(s)** and **contents** been completely destroyed.

- 4 No payment will be made beyond the amount that would have been payable in the absence of this Day one average basis of settlement cover extension
- a unless reinstatement starts and proceeds without unreasonable delay
 - b until the cost of reinstatement has been incurred
 - c if the **building(s)** and **contents** at the time of the **damage** is insured by any other insurance which is not on the same basis of reinstatement.

If **you** do not comply with Special condition 4 or **you** decide not to reinstate the **building(s)** and **contents** in a condition equal to but not better or more extensive than its condition when new then this cover is cancelled and **our** and **your** rights and liabilities in respect of the **damage** will be subject to the following condition of average (underinsurance).

Condition of average (underinsurance)

The cover for each **building(s)** and **contents** is deemed to be subject to average i.e. if the **building(s)** and **contents** at the time of **damage** is valued at more than 115% of the **declared value** stated in **your** schedule, then **you** will be considered as self insured for the difference and will be responsible for a proportionate share of the loss.

The maximum **we** will pay under this section will not exceed

- 1 the sum insured for any one item or any other limit of liability shown in **your** schedule at the date of **damage**
- 2 the sum insured or limit remaining after deduction for any other **damage** occurring during the same **period of insurance** unless **we** have agreed to reinstate any of the sums insured or limits

adjusted in accordance with the Inflation protection cover.

Causes

- 1 a Fire excluding damage caused to any of the property insured by
 - i explosion resulting from fire

- ii earthquake or subterranean fire
 - iii its own spontaneous fermentation or heating
 - iv its undergoing any heating process or any process involving the application of heat
- b Lightning
 - c Explosion
 - i of boilers used for domestic purposes only
 - ii of any boilers or economisers at the **premises**
 - iii of gas used for domestic purposes only

but excluding damage caused by explosion as a result of earthquake or subterranean fire.

2 Explosion excluding damage

- a caused by or consisting of the bursting of a boiler, economiser or other vessel, machine or apparatus used for non-domestic purposes where internal pressure is due to steam only and belonging to or under **your** control
- b in respect of and originating in any vessel, machinery or apparatus or its contents belonging to **you** or under **your** control which requires examination to comply with any statutory regulations, unless that vessel, machinery or apparatus is covered by a policy or other contract providing the required inspection service
- c by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

3 Aircraft or other aerial devices or articles dropped from them, excluding damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

- 4 Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation excluding damage arising from

Property damage section *continued*

- a confiscation, requisition or destruction by order of the government or any public authority
 - b cessation of work.
 - 5 Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons excluding damage
 - a arising from confiscation, requisition or destruction by order of the government or any public authority
 - b arising from cessation of work
 - c (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation
 - i damage by theft
 - ii damage where any building is **empty**
 - iii the **excess** shown in **your** schedule for each and every claim in respect of each separate **premises**.
- 6 Earthquake.
- 7 Subterranean fire.
- 8 Storm excluding
 - a damage by **flood** whether resulting from storm or otherwise
 - b damage attributable solely to a change in the water table level
 - c damage by frost, subsidence, ground heave or landslip
 - d damage to movable property in the open, fences and gates
 - e the **excess** shown in **your** schedule for each and every claim in respect of each separate **premises**.
- 9 **Flood** excluding
 - a damage attributable solely to a change in the water table level
 - b damage by frost, subsidence, ground heave or landslip
 - c damage to movable property in the open, fences and gates
 - d the **excess** shown in **your** schedule for **flood** for each and every loss in respect of each separate **premises**.
- 10 Escape of water from any tank, apparatus or pipe excluding
 - a damage by water discharged or leaking from any automatic sprinkler installation
 - b damage where any building is **empty**
 - c caused by or consisting of wet or dry rot
 - d the **excess** shown in **your** schedule for each and every claim in respect of each separate **premises**.
- 11 Impact by any road vehicle (including goods falling from them) or animals not belonging to **you** or under **your** control or any occupier of the **premises** or their respective employees.
- 12 Impact by any road vehicle (including goods falling from them) or animals belonging to **you** or under **your** control or any occupier of the **premises** or their respective employees excluding the **excess** shown in **your** schedule for each and every claim in respect of each separate **premises**.
- 13 Accidental escape of water from any automatic sprinkler installation in the **building(s)** not caused by
 - a freezing whilst the building is **empty**, if it is in **your** ownership or tenancy
 - b explosion, earthquake, subterranean fire or heat caused by fire.
- 14 Fire only resulting from the property's own spontaneous fermentation or heating.
- 15 Theft or attempted theft
 - a involving entry to or exit from the **building(s)** or any part of the **building(s)** used by **you** at the **premises** by forcible and violent means
 - b following assault or violence or threat of violence, to **you** or any of **your** partners, directors or employees or any member of **your** family, or any other person lawfully at the **premises**

excluding

- i** the **excess** shown in **your** schedule for each and every claim in respect of each separate **premises**
 - ii** theft or attempted theft of property in the open or property not contained in a fully secured and locked building
 - iii** theft or attempted theft where any building is **empty**.
- 16** Escape of oil from any fixed heating installation excluding
 - a** damage where any building is **empty**
 - b** the **excess** shown in **your** schedule for each and every claim in respect of each separate **premises**.
- 17** Any other **damage** occurring at **your premises** excluding
 - a** damage which is excluded under Causes **1 to 16** or under optional Cause **18** if covered or under 'What is not covered' of the Property damage section
 - b** damage caused by or resulting from
 - i** wear and tear, the action of light or atmosphere, moths, **vermin** or insects
 - ii** any process of cleaning, dyeing, restoring, adjusting, repairing, cutting, preparation or fitting
 - iii** corrosion, rust, dampness, deterioration, dryness, wet or dry rot, shrinkage, marring, or scratching
 - iv** wind, rain, hail, sleet, snow, dust or theft to boundary walls, gates, fences or moveable property in the open
 - v** subsidence, ground heave or landslip of any part of the site on which the **building(s)** stands
 - vi** the normal settlement or bedding down of new structures
 - c** damage to property caused by or consisting of
 - i** inherent fault or defect, undiscovered defect, gradual deterioration, frost, change in water table level, faulty or defective design or materials

- ii** faulty or defective workmanship, operational error or omission by **you** or any of **your** employees.

But **we** will pay **you** for subsequent **damage** which results from an insured Cause covered elsewhere in the section

- d** the collapse or cracking of **building(s)**

- e** the cost of normal maintenance, redecoration or repair

- f** damage caused by or consisting of

- i** mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment where the breakdown or derangement originates

- ii** joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping in connection with them.

But **we** will pay **you** for subsequent **damage** which results from an insured Cause covered elsewhere in the section

- g** the **excess** shown in **your** schedule.

Optional causes

18 Subsidence

Your schedule will show if this is covered.

We will cover **you** for **damage** to the property insured caused by subsidence, ground heave or landslip of any part of the site on which the **building(s)** stands, but **we** will not cover

- a** damage to yards, car parks, roads, pavements, walls, gates and fences unless a building covered under this section is also damaged at the same time by the same cause

- b** damage caused by or consisting of

- i** the normal settlement or bedding down of new structures

- ii** the settlement or movement of made-up ground

- iii** coastal or river erosion

- iv defective design or workmanship or the use of defective materials
- v fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
- c damage which originated before the start of this cover
- d damage resulting from
 - i demolition, construction, structural alteration or repair of any property
 - or
 - ii ground works or excavation at the **premises**
- e the **excess** shown in **your** schedule for each and every claim in respect of each separate **premises**.

Special condition applicable to Subsidence

You must notify **us** as soon as possible if **you** become aware of any demolition, ground works, excavation or construction being carried out on any adjoining site and **we** will then have the right to vary the terms or cancel the cover.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim for subsidence, ground heave or landslip.

Limit of cover

The most **we** will pay **you** for any item covered by this section is the sum insured shown in **your** schedule for each item plus index linking in line with the Inflation protection cover.

Extensions of cover

Architects, surveyors, legal and consulting engineers fees cover

The cover provided for the **building(s)** and **contents** includes an amount for architects, surveyors, legal and consulting engineers fees necessarily incurred with **our** written consent, in the reinstatement or repair of the property insured as a result of its **damage**, but **we** will not cover any costs or expenses for preparing any claim.

Capital additions cover

We will cover **you** for

- 1 any newly acquired and/or newly erected **building(s)** or **building(s)** under construction or machinery and plant which is not insured elsewhere for which **you** are responsible
- 2 alterations, additions and improvements to **building(s)**, or machinery and plant but not for any appreciation in value

anywhere within the **policy territories**.

Provided that

- a **you** give **us** details in writing of the additions as soon as possible but in any event within 30 days and **you** will ensure specific insurance is arranged with **us** from the date **you** become responsible
- b the provisions of this cover will be fully maintained in addition to any specific insurance effected under a.

Our liability at any one location will not exceed 10% of the sum insured for the item or £250,000 whichever is lower.

Contract price cover

If a sale contract is cancelled entirely due to **damage** to the **stock** sold by **you**, that is not delivered and still **your** responsibility, **our** liability will be based on the contract price. For this section, the value of all **stock** where the sale contract is cancelled in the event of **damage** will also be settled on this basis.

Debris removal cover

We will cover **you** for the costs and expenses necessarily incurred by **you** with **our** consent in

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

the portion or portions of the property insured as a result of **damage** covered by this section.

We will not cover any costs or expenses

- 1 incurred in removing debris except from the site of the property destroyed or damaged and the area immediately adjacent to the site

- 2 arising from pollution or contamination of property not covered by this section.

Drains clearance cover

We will cover **you** for the costs and expenses necessarily and reasonably incurred by **you** in clearing, cleaning and/or repairing drains, gutters and/or sewers to **your building(s)** or for which **you** are responsible following **damage** covered by this section.

Our liability for any one claim will not exceed £25,000.

European Community and public authorities (including undamaged property) cover

The cover for **building(s)** and **contents** also includes the additional cost of reinstatement that may be incurred solely due to the necessity to comply with the stipulations of

- 1 European Community legislation or
- 2 building or other regulations under or framed in pursuance of any Act of Parliament or Bye-laws of any public authority referred to as the stipulations for
 - a the **damage** to the property insured
 - b undamaged portions of the property insured

but excluding

- 1 the cost incurred in complying with the stipulations
 - a for damage occurring before the start date of this cover
 - b for damage not insured by this section
 - c where notice has been served on **you** prior to the damage happening
 - d where there is an existing requirement which has to be implemented within a given period
 - e for property covered by this section entirely undamaged by any insured event covered by this section

- 2 the additional cost that would have been required to make good the property lost, destroyed or damaged to a condition the same as when new, had the need to comply with the stipulations not arisen
- 3 the amount of any charge or assessment arising out of capital appreciation which may be payable for the property or by the owner to comply with the stipulations.

Special conditions applicable to European Community and public authorities cover

- 1 Reinstatement work must be started and carried out without unreasonable delay and must be completed within 12 months after the date of **damage** or any further time that **we** agree (during those 12 months).
- 2 The reinstatement work may be carried out on another site (if the stipulations require) subject to **our** liability under this cover not being increased.
- 3 If **our** liability is reduced by the application of any of the terms and conditions of this **policy**, then **our** liability will be reduced proportionately.
- 4 The total amount recoverable under any item of this section for this cover will not exceed
 - a for the lost, destroyed or damaged property
 - i 15% of its sum insured
 - ii where the sum insured by the item applies to property at more than one location, 15% of the total amount which **we** would have been liable for had the property insured by the item been totally destroyed
 - b for undamaged portions of property (other than foundations) 15% of the total amount which **we** would have been liable for had the property insured by the item at the **premises** suffered **damage**.

Our liability for any one claim shall not exceed the **building(s)** and **contents** sum insured shown for each **premises** in **your** schedule.

Exhibition cover

We will cover **you** for any **stock** and **contents** described in **your** schedule for a maximum of 15 days whilst at any exhibition within the **policy territories**.

Our liability for any one claim will not exceed £50,000.

Explosives cover

We will cover **you** for **damage** to any property insured shown in **your** schedule, directly or indirectly caused by or as a result of the use of explosives for any theft or any attempted theft at the **premises**. **We** will only cover **you** if the risk of explosion is not insured under any other policy by **you** or on **your** behalf for the same property.

Our liability in any one **period of insurance** will not exceed £15,000.

Fire brigade charges cover

We will cover **you** for the costs and expenses incurred by **you** charged by the Local Authority for extinguishing fire or fire fighting, provided that these costs and expenses are necessary and reasonable.

Fire extinguishment expenses cover

We will cover **you** for the cost of replacing or refilling, recharging and/or replenishing extinguishment materials when **you**, **your** employees or the fire brigade attempt to extinguish or minimise **damage**.

Provided that these costs and expenses are not recoverable from the responsible public authority.

Our liability for any one claim will not exceed £15,000.

General interest cover

We will automatically note the interest of other parties that may become interested in this insurance throughout the duration of this section. **You** must declare these interests to **us** in writing in the event of any **damage**.

Glass breakage cover

We will cover **you** and at **our** option pay for or make good any breakage or malicious scratching of all internal or external fixed glass, belonging to **you** or for which **you** are responsible at the **premises** during the **period of insurance** and which is in good condition and free from damage at the start date of the **period of insurance**.

We will also pay for the cost of

- 1 breakage of fixed sanitaryware
- 2 boarding up and repair to associated framework reasonably incurred as a result of an insured breakage. **You** may instruct builders or glaziers to board up where necessary without **our** prior consent
- 3 repair or replacement of lettering, alarm foil or other ornamentation work on glass up to £5,000 in any one **period of insurance**
- 4 repair or replacement of fixed mirrors
- 5 removal or replacement of fixtures and fittings which may be necessary in connection with the replacement of the glass.

We will not pay for

- 1 breakage when the **building(s)** are **empty** unless **we** have agreed otherwise
- 2 any property more specifically insured by **you** or on **your** behalf.

Our liability for any one claim will not exceed the **building(s)** and **contents** sum insured shown for each **premises** in **your** schedule.

Inflation protection cover

We will adjust the sum insured for the **building(s)**, **contents** or **stock** at each renewal in line with suitable indices and the renewal premium for this section will be based on the adjusted sums insured.

Landscaped gardens cover

We will cover **you** for the cost of restoring any **damage** caused by the emergency services to landscaped gardens, for which **you** are responsible, when the emergency services are attending the **premises** as a result of an insured Cause.

Our liability in any one **period of insurance** will not exceed £15,000.

Locks and keys cover

We will cover **you** for the cost of replacing locks and keys needed to keep **your building(s)** secure if the keys are stolen using force and/or violence.

Our liability for any one claim will not exceed £5,000 and £15,000 in any one **period of insurance**.

Metered electric, gas or water cover

We will cover **you** for the additional metered electric, gas and/or water charges incurred by **you** as a result of **damage** to the **building(s)** shown in **your** schedule, but **we** will not pay for the charges incurred for any **building(s)** which is **empty**.

Provided that repairs are completed within 30 days of the **damage** being discovered.

The most **we** will pay is based on the amount of the electric, water or gas charges for the period when the **damage** occurs, less the charge paid by **you** for the corresponding period in the preceding year. This will then be adjusted for changes in the suppliers' charges and for variations affecting **your** electric, water or gas consumption during the intervening period.

Our liability during any one **period of insurance** will not exceed £25,000.

Outworkers cover

We will cover **you** for **damage** to the property shown in **your** schedule whilst at any of the premises of any of **your** outworkers, situated anywhere in the **policy territories**.

Our liability during any one **period of insurance** will not exceed £1,000 for any one outworker.

Pairs and sets cover

The insurance in respect of the personal property of **your** principals, directors, employees, customers or visitors where that property consists of articles in a pair or set, is limited to the value of the individual parts which suffer **damage** irrespective of any special value which that property may have as a pair or set.

Patterns cover

We will cover **you** for **damage** to patterns, jigs, models, templates, moulds, tools, dies, drawings or designs belonging to **you** or for which **you** are responsible whilst at the premises of any machine makers, engineers, founders or other metal workers (excluding any premises occupied by **you**) within the **policy territories**.

Our liability for any one claim will not exceed £25,000.

Seasonal increase cover

The **stock** sum insured shown in **your** schedule will be increased by 25% during the months of November, December and the first 14 days of the month of January and for 30 days before Easter Day in each **period of insurance**.

Seventy two hour cover

We will cover **you** for **damage** within 72 consecutive hours of and caused by the insured Cause of storm or **flood** as one claim, provided the insured Causes are covered by this section.

You can decide when the 72 hour period starts as covered by this section, provided that **damage** occurred before the end of the **period of insurance**.

Temporary removal cover

We will cover **contents** whilst temporarily removed to any premises not owned or occupied by **you**

1 for cleaning, renovation, repair or similar purposes

and

2 in transit to and from such premises anywhere in the **policy territories**.

Our liability under each item of this section for any **damage** occurring other than at **your premises** will not exceed 10% of the item sum insured.

This cover does not apply to property that is insured elsewhere.

Temporary removal of documents cover

We will cover **you** for up to 10% of the value of deeds and other documents (including stamps on them) manuscripts, plans and writings of every description, **computer systems**, records and books (written and printed) whilst temporarily removed

- 1 to any premises not owned or occupied by **you**

and

- 2 in transit to and from such premises

within the **policy territories**.

This cover does not apply to property that is insured elsewhere.

Theft damage to building(s) cover

Where there is no **building(s)** insurance in force under this section we will cover **you** for **damage** to the **building(s)** at the **premises** shown in **your** schedule, resulting directly from theft or attempted theft covered by this section, provided that **you** are the owner of the **premises** or are legally responsible for the **damage**.

We will not pay for damage to any **building(s)** which are **empty**.

Our liability for any one claim will not exceed £25,000.

Theft of building fabric cover

We will cover **you** for

- 1 **damage** to the external fabric of any **building(s)** insured by this section as a result of theft or attempted theft
- 2 **damage** following entry of rainwater as a result of theft or attempted theft of the external fabric of the **building(s)**.

We will not cover

- 1 any **building(s)** which are **empty**
- 2 the **excess** shown in **your** schedule for each and every claim in respect of each separate **premises** shown in **your** schedule.

Our liability for any one claim will not exceed £2,500.

Trace and access cover

We will cover **you** for the reasonable costs necessarily incurred by **you** and subsequent making good of **damage**, in locating the source of the leak resulting from

- 1 the escape of water from any tank, apparatus or pipe
- 2 **damage** to cables, underground pipes and drains serving the **premises**.

Our liability for any one claim will not exceed £25,000.

Trade samples in Europe cover

We will cover **you** for **damage** to trade samples belonging to **you** or for which **you** are responsible anywhere in Europe provided that they are under the control of **you** or **your** employees at all times.

Our liability for any one claim will not exceed £7,500.

This cover does not apply to property that is insured elsewhere.

Unauthorised use of electricity, gas, oil and water cover

We will cover **you** for the charges which **you** are responsible for if electricity, gas, oil or water is discharged from a metered system, arising from unauthorised use by persons taking possession, keeping possession or occupying the **building(s)** without **your** authority.

Provided that **you** take all practical steps to terminate the unauthorised use as soon as it is discovered.

Our liability for any one claim will not exceed £5,000.

Undamaged stock cover

In the event of **damage** covered by this section we will cover **you** for any additional costs and expenses **you** incur less the value of any salvage

- 1 in the event of undamaged **stock** deteriorating and/or being condemned or otherwise becoming unusable

- 2 for items that will form **stock** which **you** are obliged under contract to accept from any other party, but are unable to use.

Our liability for any one claim will not exceed £5,000.

Undamaged tenants improvements cover

In the event of **damage** covered by this section to **building(s)** or **contents** specified in **your** schedule and as a result **your** lease is terminated by the lessor under a valid condition of **your** lease, **we** will cover **you** for the value of undamaged tenants fixtures, fittings, alterations, installations or additions made at **your** expense and for which **you** are responsible and which cannot be legally removed from **building(s)** occupied but not owned by **you**.

Provided that **we** will not be liable for retaining walls, foundations or supports below the surface of the lowest floor or basement or for outdoor trees, shrubs, plants or lawns.

Our liability for any one claim will not exceed £5,000.

Underground pipes and services cover

We will cover **you** for the costs incurred following **damage** which **you** are responsible for to fuel or oil pipes, cables including overhead electricity and telephone cables, septic tanks and associated pipes, underground pipes and drains including inspection covers at the **premises** or connecting the **premises** to the public mains.

Provided that **we** will not cover damage caused by gradual deterioration or wear and tear.

Our liability for any one claim will not exceed £25,000.

Value Added Tax cover

We will cover **you** for Value Added Tax (VAT) paid by **you** which is not subsequently recoverable.

Provided that

- 1
 - a **your** responsibility for VAT arises solely as a result of the reinstatement or repair of the property covered following **damage**
 - b **we** have paid or have agreed to pay for the **damage**

- c if any payment made by **us** in respect of the reinstatement or repair of the **damage** is less than the actual cost of the reinstatement or repair of the **damage**, any payment under this cover resulting from that **damage** will be proportionally reduced

- 2 **your** responsibility for such VAT does not arise from the replacement of property covered being better or more extensive than the property insured which has been destroyed
- 3 where an option to reinstate the **building(s)** on another site is exercised, **our** responsibility under this cover will not exceed the amount of VAT that would have been payable had the **building(s)** been rebuilt on its original site
- 4 **our** responsibility under this cover will not include amounts payable by **you** as penalties or interest for non-payment or late payment of VAT
- 5 **you** have taken all reasonable precautions to insure adequately for VAT responsibility at the start date of the **policy** and at each subsequent renewal date.

Optional extensions of cover

1 Deterioration of stock cover

Your schedule will show if this is covered.

We will cover **you** for **damage** to frozen or chilled goods in any cold chamber due to a change in temperature resulting from any Cause, excluding

- 1 damage following the deliberate act of any public electricity authority in termination, disconnection, restriction or withholding the supply of electricity
- 2 damage caused by neglect or misuse
- 3 the **excess** shown in **your** schedule.

Provided that

- a the cold chamber must be maintained under an annual maintenance contract

- b where the cold chamber is over 10 years old, **you** will be responsible for 20% of any claim up to the sum insured or the **excess** shown in **your** schedule whichever is the greater.

Our liability for any one claim will not exceed the total sum insured shown in **your** schedule.

2 Rent payable cover

Your schedule will show if this is covered.

We will cover **you** for rent payable for which **you** are responsible following **damage** that results in **your premises** or any part of them becoming unfit for occupation.

The amount payable will not exceed the proportion of the sum insured on rent relating to the period necessary for reinstatement.

Our liability for any one claim will not exceed the sum insured shown in **your** schedule.

✗ What is not covered

Business interruption exclusion

We will not cover **you** for any losses, damage, costs or expense of any kind which occurs as a result of **business interruption** under this section, except loss of rent payable where this is shown as covered in **your** schedule.

Collusion exclusion

We will not cover **you** for loss, destruction or damage by theft or attempted theft caused by or in conjunction with **you** or any of **your** partners, directors or employees or any member of **your** family or any other person lawfully at the **premises**.

Date recognition exclusion

We will not cover **you** for loss, destruction or damage directly or indirectly caused by, contributed to or arising from the failure of equipment (including hardware and software) to correctly recognise any given date, to process data or to operate properly due to failure to recognise any given date but **we** will cover subsequent **damage** which results from an insured Cause covered by this section.

Electrical plant or apparatus exclusion

We will not cover **you** for loss, destruction or damage to any electrical plant or apparatus caused by its own overrunning, short-circuiting, excessive pressure or self-heating.

If the **damage** extends to other property insured, that **damage** is covered by this section.

Electronic risks exclusion

We will not cover **you** for any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- 1 damage to or the destruction of any **computer systems**; or
- 2 any alteration, modification, distortion, erasure or corruption of **data**

in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

We will cover subsequent **damage** which is covered by this section, which itself results from Causes **1** to **16** covered by this section, except for loss destruction or damage caused by malicious persons other than thieves.

Fraud and dishonesty exclusion

We will not cover damage which results from acts of fraud or dishonesty by **you**, **your** employees or any other person who is responsible for the property or results from voluntarily parting with title or possession of any property as a result of a fraudulent scheme, trick, device or false claim. But **we** will cover subsequent **damage** which itself results from an insured Cause covered elsewhere in this section.

Money exclusion

We will not cover **you** for **money** other than as detailed in the defined meaning of **contents** unless caused by an insured Cause covered by this section.

More specific insurances exclusion

We will not cover **you** for any property more specifically insured by **you** or on **your** behalf.

Motor vehicles and other property exclusion

We will not cover **you** for loss, destruction or damage to

- 1 vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
- 2 property or structures in course of construction or erection and materials or supplies in connection with all such property
- 3 land, piers, jetties, bridges, culverts and excavations
- 4 livestock, growing crops or trees
- 5 pitch fibre pipes

unless specifically covered by this section.

Pollution or contamination exclusion

We will not cover damage caused by pollution or contamination except (unless excluded elsewhere) damage to property caused by

- 1 pollution or contamination which itself results from Causes **1** to **16**
- 2 any of Causes **1** to **16** which itself results from pollution or contamination.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss directly or indirectly caused by or contributed to by or arising from

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

Terrorism and Northern Ireland exclusion

We will not cover **you** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

- 1 In England, Scotland, Wales, the Channel Islands and the Isle of Man
 - a any act of **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**
- 2 In Northern Ireland
 - a any act of **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**
 - c riot, civil commotion and (except for damage or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

Unexplained loss exclusion

We will not cover **you** for loss, destruction or damage caused by or consisting of

- 1 disappearance, unexplained or inventory shortage
- 2 misfiling or misplacing of information.

Valuables exclusion

We will not cover **you** for loss, destruction or damage to jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books, unless shown as target stock in **your** schedule but **we** will cover subsequent **damage** which results from an insured Cause covered by this section.

War risks exclusion

We will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

You must also comply with

- 1 Minimum security condition on page 12
- 2 Alarm condition on page 10 where **your** schedule shows intruder alarm protection is required.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid, the amount of the difference will be referred to an arbitrator who is jointly appointed in accordance with

the statutory requirements. **You** will not be able to take legal action against **us** over this disagreement until the arbitrators have made their award.

Average condition

If at the time of **damage** the sum insured is less than the value of the property covered, the amount **we** will pay will be reduced proportionately.

This will not apply to

- 1 a private dwelling, house or household goods and personal effects
- 2 a building used mainly for public religious worship or for connected activities
- 3 any item subject to the Day one average basis of settlement cover.

Construction of building(s) condition

Unless otherwise declared to **us** the **premises** described in **your** schedule must be of **standard construction**.

Contribution and average condition

If, at the time of the claim, there is any other policy covering the same property covered by this section, **we** will only be responsible for **our** proportionate share.

If any other policy is subject to any average (under insurance) condition, this section, if not already subject to average, will be subject to average in the same way as the other insurance policy.

If any other policy has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion of the sum insured compared to the value of the property insured.

Designation condition

For the purpose of determining where necessary the heading under which any property is covered **we** agree to accept the designated category under which such property has been entered in **your** books.

Empty building(s) condition

The following precautions must be complied with

- 1 **You** must tell **us** as soon as **you** become aware
 - a of any **building(s)** or portions of **building(s)** at the **premises** becoming **empty** or **empty building(s)** or portions of **empty building(s)** at the **premises** becoming **occupied** and **you** agree to
 - i pay any necessary additional premium as may be required by **us**
 - ii complete any additional risk improvements which **we** may reasonably require
 - b of any **damage** to the **empty building(s)** or **empty** portions of **building(s)** whether the **damage** is insured or not.
- 2 In respect of **empty building(s)** or **empty** portions of **building(s)**, **you** must ensure that
 - a the **building(s)** are inspected internally and externally at least once a week by **you** or on **your** behalf and a written record of the inspection is maintained by **you**
 - b all refuse and waste materials are removed from the interior of the **building(s)** and removed from the **premises**
 - c **you** will secure the **premises** and put all protective, locking devices and any alarm protection in effective operation
 - d gas, water and electricity services (except electricity supply to maintain any fire or **intruder alarm systems**) and any fuel supplies are permanently shut off at the switch or stopcock where they enter the **building(s)** (or in the case of individual flats or portions of a **building**, where they enter the flat or **empty** part of the **building**)
 - e **you** implement any additional protections that **we** may require within the time scale **we** specify
 - f all **damage** to the **premises** must be rectified immediately
 - g letterboxes must be sealed.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Fire protections condition

You must ensure that all fireproof doors and shutters are kept closed (except during working hours) and all fire protections (including fire extinguishing appliances) must be maintained in efficient working order during the **period of insurance**.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for fire and/or explosion.

Hot work permit system condition

You must ensure that for any construction, maintenance, repair or activity at the **premises**, to the plant or equipment which involves the application of heat, **you** must enforce a hot work permit system under which **you** must ensure that prior to any work commencing, the contractor employed to complete the work completes and signs a Hot work permit which is available upon request from **us**.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for fire and/or explosion.

Mortgagee's condition

The act of neglect of any mortgagor or occupier of any **premises** covered by this section where the risk of **damage** is increased without the authority or knowledge of any mortgagee will not prejudice the interest of the latter party (or parties) in this section, provided they tell **us** immediately they become aware of any increased risk, pay any necessary additional premium and comply with any additional terms agreed with **us**.

No smoking condition

You must ensure that

- 1 smoking is not permitted in enclosed or substantially enclosed **building(s)** and standard no smoking notices must be displayed in prominent positions

- 2 any outside area designated for smoking must be kept clear of combustible materials and provisions must be made for the extinguishment of lighted materials.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for fire and/or explosion.

Non-invalidation condition

This cover will not be invalidated by any act or omission or an alteration where the risk of **damage** is increased unknown to **you** and beyond **your** control, provided that when **you** become aware of it, **you** tell **us** immediately and pay any necessary additional premium and comply with any additional terms agreed with **us**.

Police notification condition

You must immediately notify the police of any loss or **damage** by theft or attempted theft of the property covered by this section. **You** must take all reasonable steps for the discovery and punishment of the guilty person or persons and to trace and recover the property lost.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for theft or attempted theft.

Reinstatement of sum insured after loss condition

In the event of **damage** the sum insured by this section will be automatically reinstated from the date of the **damage** unless written notice is given to the contrary either by **us** or by **you**.

Provided that in the event of reinstatement **you** will

- 1 pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement
- 2 complete any additional risk improvements which **we** may reasonably require.

Security of premises condition

If the cover provided by this section has been granted following a survey of **your premises**, **you** must not alter door and window fastenings and other security devices (except as may be provided for in any further protection endorsement shown in **your** schedule) without **our** written consent. In **your** own interest **you** should give early notification of proposed changes so that if necessary a further survey can be completed.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for malicious damage and/or theft or attempted theft.

Storage condition

If **you** store **stock** in the lowest storey of **your building(s)** it must be stored at least 15cm from the floor level on metal or timber supports.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for storm, **flood** or escape of water from any tank, apparatus or pipe.

Subrogation waiver condition

In the event of a claim under this section **we** agree to waive any rights, remedies or relief to which **we** might have become entitled by subrogation against

- 1 any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**
- 2 any company which is a subsidiary of a parent company of which **you** are a subsidiary in each case as defined by current law at the time of the **damage**.

Transfer of interest condition

If at the time of **damage** **you** have entered into a contract to sell **your** interest in any **building(s)** covered by this section and the sale has not, but subsequently completes, the purchaser will have the full protection of this section on exchange of contracts, provided the **building(s)** are not covered by any other insurance arranged by the purchaser.

Waste condition

You must ensure that

- 1 all oily or greasy waste and cloths must be kept in metal bins with close fitting metal lids and removed from the **building(s)** at the end of each working day and from the **premises** at least once a week
- 2 all other trade refuse must be swept up and removed daily from the **building(s)** and from the **premises** at least once a week.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for fire and/or explosion.

Workmen's condition

Joiners and other tradesmen are allowed in or on the **premises** covered by this section to make repairs or minor structural alterations without prejudice to this insurance, provided that if the repairs or minor structural alterations involve the use of heat, **you** must comply with the Hot work permit system condition.

Business interruption section – Gross profit/Gross revenue/Rent receivable

Contents of this section	
Meanings of defined terms	33
Basis of loss settlement	35
What is covered	36
Limit of cover	37
Extensions of cover	37
What is not covered	41
Section conditions	41

Meanings of defined terms

These meanings apply within **your** Business interruption section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5 of **your policy**.

Notes

- 1 For the purpose of the following defined meanings, any adjustments implemented in current cost accounting will be disregarded.
- 2 To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section will be exclusive of such tax.
- 3 Adjustments will be made as necessary for trends of the **business** and for variations and other circumstances affecting the **business**, either before or after the **incident**, or which would have affected the **business** had the **incident** not occurred so that the adjusted figures represent as closely as possible, the results which would have been obtained during the **indemnity period** after the **incident**.

Annual gross rentals

The **gross rentals** during the 12 months immediately before the date of the **incident**.

Annual gross revenue

The **gross revenue** during the 12 months immediately before the date of the **incident**.

Annual turnover

The **turnover** during the 12 months immediately before the date of the **incident**.

Book debts

The total amount of the balances debited to **customers** in **your** most recent accounts after adjustments for bad debts and for amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the date of the

incident) to **customers** accounts in the period between the date of the statement and the date of the **incident**.

Building(s)

The building(s), outbuilding(s), extensions, and garages together with landlords fixtures and fittings in or on them, foundations or footings, canopies, annexes, gangways, conveniences, chimneys, fire escapes, walls, gates and fences, yards, car parks, roads and pavements, piping, ducting, cables, wires and associated control gear, CCTV systems, entry and exit systems signage and accessories on the **premises** and extending to the public mains, but only to the extent of **your** responsibility.

Business interruption

Loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** as a result of **damage** to property used by **you** at the **premises** for the purpose of the **business**.

Customers

All **your** customers who obtain goods or services from **you** on a credit basis.

Damage

Accidental loss, destruction or damage caused by an insured Cause under the Property damage section unless otherwise excluded.

Empty

Any **building(s)** or any portions of the **building(s)** which are wholly unoccupied, mainly unoccupied or not in use by **you** or any of **your** tenants for more than 30 consecutive days.

Gross profit

The amount by which the sum of the **turnover**, closing stock and work in progress exceeds the sum of the opening stock, work in progress and **uninsured working expenses**.

The amounts of the opening and closing stocks (including work in progress) will be arrived at in accordance with **your** usual accounting methods with provision being made for depreciation.

Gross rentals

The money paid or payable to **you** for tenancies and other charges and for services rendered in the course of the **business** at the **premises**.

Gross revenue

The money paid or payable to **you** for services provided in the course of the **business** at the **premises**.

Incident

Damage to property used by **you** at the **premises** for the purpose of the **business**

or

Damage to **your** accounting records, other **business** books or records at the **premises** for any item on **book debts**.

Indemnity period

The period during which the **business** is affected, starting on the date the **incident** occurred and ending not later than the **maximum indemnity period**.

Maximum indemnity period

The period shown in **your** schedule.

Rate of gross profit

The rate of **gross profit** earned on the **turnover** during the financial year immediately before the date of the **incident**.

Standard gross rentals

The **gross rentals** during the period in the 12 months immediately before the date of the **incident** which corresponds with the **indemnity period**.

Standard gross revenue

The **gross revenue** during the period in the 12 months immediately before the date of the **incident** which corresponds with the **indemnity period**.

Standard turnover

The **turnover** during the period in the 12 months immediately before the date of the **incident** which corresponds with the **indemnity period**.

Turnover

The money paid or payable to **you** for goods sold and delivered and for services rendered in the course of the **business** at the **premises**.

Uninsured working expenses

Bad debts and purchases.

Vermin

Rats, mice, squirrels, owls, pigeons, foxes, bees and wasps or hornets.

Basis of loss settlement

These terms of settlement only apply if the paragraph title appears in **your** schedule for this section.

Gross profit

We will cover **you** for loss of **gross profit** due to

1 reduction in **turnover**

and

2 increase in cost of working

and the amount payable will be

- a** for reduction in **turnover**: the sum produced by applying the **rate of gross profit** to the amount by which the **turnover**, during the **indemnity period**, falls short of the **standard turnover** as a result of the **incident**
- b** for increase in cost of working: the additional cost (subject to the provisions of the Uninsured working expenses condition) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **turnover** which would have taken place during the **indemnity period** as a result of the **incident**, but not exceeding the sum produced by applying the **rate of gross profit** to the amount of the reduction which has been avoided by this additional cost

less any amount saved during the **indemnity period** for the charges and expenses of the **business** payable out of **gross profit** as may stop or be reduced as a result of the **incident**.

Provided that if the sum insured by the item on **gross profit** is less than the sum produced by applying the **rate of gross profit** to the **annual turnover** (or to a proportionately increased multiple where the **maximum indemnity period** exceeds 12 months) the amount payable will be proportionately reduced.

Our liability for any one claim will not exceed the **gross profit** (uplifted sum insured) shown in **your** schedule.

Gross revenue

We will cover **you** for

1 loss of **gross revenue**

and

2 increase in cost of working

and the amount payable will be

- a** for reduction in **gross revenue**: the amount by which the **gross revenue**, during the **indemnity period**, falls short of the **standard gross revenue** as a result of the **incident**
- b** for increase in cost of working: the additional cost necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **gross revenue** which would have taken place during the **indemnity period** as a result of the **incident**, but not exceeding the amount of the reduction which has been avoided by this additional cost

less any amount saved during the **indemnity period** for the charges and expenses of the **business** payable out of **gross revenue** as may stop or be reduced as a result of the **incident**.

Provided that if the sum insured by the item on **gross revenue** is less than the **annual gross revenue** (or to a proportionately increased multiple where the **maximum indemnity period** exceeds 12 months) the amount payable will be proportionately reduced.

Our liability for any one claim will not exceed the **gross revenue** (uplifted sum insured) shown in **your** schedule.

Rent receivable

We will cover **you** for

1 a loss of **gross rentals**

and

2 increase in cost of working

and the amount payable will be

- a** for reduction in **gross rentals**: the amount by which the **gross rentals**, during the **indemnity period**, falls short of the **standard gross rentals** as a result of the **incident**
- b** for increase in cost of working: the additional cost necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **gross rentals** which would have taken place during the **indemnity period** as a result of the **incident**, but not exceeding the amount of the reduction which has been avoided by this additional cost

less any amount saved during the **indemnity period** for the charges and expenses of the **business** payable out of **gross rentals** as may stop or be reduced as a result of the **incident**.

Provided that if the sum insured by the item on **gross rentals** is less than the **annual gross rentals** (or to a proportionately increased multiple where the **maximum indemnity period** exceeds 12 months) the amount payable will be proportionately reduced.

Additional increased cost of working

We will cover **you** for further additional costs (beyond those recoverable under paragraph **b** for **gross profit** or **gross revenue**) that **you** necessarily and reasonably incur during the **indemnity period** as a result of the **incident**, for the sole purpose of avoiding or diminishing a reduction in **turnover** or **gross revenue**.

Book debts

We will cover **you** for

1 loss of **book debts**

and

2 additional costs

and the amount payable will be

- a** for loss of **book debts**: the difference, solely due to the **incident**, between the amount of the **book debts** at the date of the **incident** and the total amount received in payment of them during the 12 months after the **incident**
- b** for additional costs: the additional costs necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **book debts** which would have taken place as a result of the **incident**, but not exceeding the amount which would otherwise have been payable under **a**

provided that if at the time of the **incident** the sum insured by this item is less than the total amount of the **book debts**, the amount payable will be proportionately reduced.

✓ What is covered

1 We will cover **you** for the items shown in **your** schedule other than for **book debts**.

If any **building(s)** or other property used by **you** at the **premises** for the purpose of the **business** suffers **damage** during the **period of insurance** and as a result the **business** is interrupted or interfered with, then **we** will pay **you** for each item in **your** schedule the amount of loss resulting from the interruption or interference.

Provided that

- a** at the time of the **damage** there is insurance in force covering **your** interest in the **building(s)** or other property against that **damage** and that
 - i** payments have been made or liability admitted under that insurance

or

- ii payment would have been made or liability admitted but for the conditions in that insurance, excluding liability for losses below a specified amount
- b such **damage** would not have been excluded by the Property damage section of this **policy**
- c **our** liability under this section will not exceed
 - i the total sum insured or for any item its sum insured at the date of the **damage**
 - ii the sum insured remaining after deduction for any other **business interruption** as a result of a claim for **damage** occurring during the same **period of insurance**, unless **we** have agreed to reinstate any sum insured

adjusted in accordance with the Inflation protection cover.

- 2 **We** will cover **you** for any items shown in **your** schedule for **book debts**.

If any of **your** accounting records, other business books or records at the **premises** suffers **damage** during the **period of insurance** and it is not possible for **you** to obtain from **your customers** all the amounts due to **you** and outstanding at the date of the **damage**, then **we** will pay **you** the amount **you** may be entitled to recover under the conditions of this section.

Provided that **our** liability will not exceed

- a the total sum insured, or for any item of **book debts**, its sum insured at the date of the **damage**
- b the sum insured remaining after deduction for any other loss under this section as a result of **damage**, occurring during the same **period of insurance** unless **we** have agreed to reinstate the sum insured.

The sums insured will be adjusted in accordance with the Inflation protection cover.

Limit of cover

The most **we** will pay **you** during any one **period of insurance** is the sum insured shown against each item in **your** schedule plus index linking in line with the Inflation protection cover, plus professional accountants charges.

Extensions of cover

Contract sites cover

We will cover **you** for any loss insured by this section resulting from interruption of or interference with the **business** as a result of **damage** to **your** property whilst at contract sites being worked upon by **you** anywhere within the **policy territories**.

Our liability under this cover for any one site will not exceed £10,000 any one claim.

Denial of access cover

We will cover **you** for any loss insured by this section resulting from interruption of or interference with the **business** as a result of **damage** to property within a 1 mile radius of **your premises** which prevents or hinders the access to or the use of **your premises** whether **your premises** or **your** property suffers **damage** or not but **we** will not cover loss, destruction or damage to property of any supply undertaking from which **you** obtain electricity, gas, water or telecommunications services which prevents or hinders the supply of these services.

Our liability for any one claim will not exceed the **gross profit** or **gross revenue** sum insured shown in **your** schedule.

Denial of access (non-damage) cover

We will cover **you** for any loss insured by this section resulting from interruption of or interference with the **business** where access to **your premises** is restricted or hindered for more than 24 hours arising directly from

- 1 the actions taken by the police or any other statutory body in response to a danger or disturbance at **your premises** or within a 1 mile radius of **your premises**
- 2 the unlawful occupation of **your premises** by third parties.

Provided that

- 1 the insurance provided by this cover shall only apply for the period starting with the restriction or hindrance and ending after 12 weeks during which time the results of the **business** are affected
- 2 **our** liability for any one claim will not exceed £50,000.

We will not cover **you** where access to **your premises** is restricted or hindered as a result of

- 1 physical **damage** to property at **your premises** or elsewhere
- 2 strikes, picketing, labour disturbances or trade disputes
- 3 the condition of or the **business** conducted within **your premises** or any other **premises** owned or occupied by **you**
- 4 notifiable diseases as detailed in the Murder suicide or disease cover
- 5 actions where **you** have been given prior notice.

Essential employees cover

We will cover **you** for any loss covered by this section resulting from interruption of or interference with the **business** as a result of

- 1
 - a death of an employee
 - b permanent total disablement arising out of bodily injury which in the opinion of an independent medical officer will in all likelihood prevent the employee from carrying out their usual employment or usual occupation for the remainder of their life
- 2 the employee winning a prize on the national lottery, premium bonds or football pools providing that their win exceeds £100,000 but excluding losses where the employee
 - a has been employed by **you** for a period of less than 12 months
 - b has served notice or has been served notice of termination of their employment prior to their win
 - c has been absent from work through sickness, disability or suspension for a period exceeding 4 weeks at the time of their win.

The cover will only apply from the date of the death or permanent total disablement or lottery win, premium bond win or football pools win of an employee and end 12 weeks after this date.

Our liability will not exceed £50,000 in any one **period of insurance**.

Exhibition cover

We will cover **you** for any loss, covered by this section, resulting from interruption or interference with the **business** as a result of **damage to your** property whilst at exhibition sites anywhere within the **policy territories**, other than at the **premises in your** occupation where **you** are exhibiting goods.

Our liability for any one claim will not exceed £10,000.

Failure of public supplies cover

We will cover **you** for any of the circumstances below, provided that after the application of all other terms and conditions of the section, **our** liability for any one claim will not exceed £250,000.

The accidental failure of

- 1 the public electricity supply at **your** supplier's generating station or sub station
- 2 the public gas supply at **your** supplier's land based premises
- 3 the public water supply at **your** supplier's waterworks or pumping station
- 4 the public telecommunications services at **your** supplier's land based premises but **we** will not cover
 - a any failure
 - i which does not involve a cessation of supply for at least 24 hours
 - ii that does not result from **damage**
 - b loss resulting from failure caused by
 - i the deliberate act of any supplier or by them using their power to withhold or restrict supply or services
 - ii strikes or any labour or trade dispute

- iii atmospheric or weather conditions, but **we** will cover failure due to **damage** to equipment caused by these conditions.

In any action, lawsuit or other proceedings or where **we** allege that any loss resulting from **damage** is not covered by this section, it will be **your** responsibility to prove that they are covered.

Failure of public supplies ‘terminal ends’ cover

We will cover **you** for any of the following circumstances provided that after the application of all other terms and conditions of the section, **our** liability for any one claim will not exceed £100,000.

The accidental failure of

- 1 the public electricity supply at the terminal ends of **your** supplier’s service feeds to the **premises** within the **policy territories**
- 2 the public gas supply at **your** supplier’s meters to the **premises** within the **policy territories**
- 3 the public water supply at **your** supplier’s main stop cock serving the **premises** (other than by drought) within the **policy territories**
- 4 the public telecommunications services supply (other than satellite services) at the incoming line, terminals or receivers to the **premises** within the **policy territories**.

Provided that the insurance provided by this cover shall only apply for the period starting with the cessation of supply and ending after 12 weeks during which time the results of the **business** are affected

but **we** will not cover

- a any failure
 - i which does not involve a cessation of supply for at least 24 hours
 - ii that does not result from **damage**
- b loss resulting from failure caused by
 - i the deliberate act of any supplier or by them using their power to withhold or restrict supply or services

- ii strikes or any labour or trade dispute
- iii atmospheric or weather conditions, but **we** will cover failure due to **damage** to equipment caused by these conditions.

In any action, lawsuit or other proceedings or where **we** allege that any loss resulting from **damage** is not covered by this section, it will be **your** responsibility to prove that they are covered.

Inflation protection cover

We will adjust the sum insured at each renewal in line with suitable indices of costs and the renewal premium for this section will be based on the adjusted sum insured.

Murder suicide or disease cover

We will cover **you** for any **business interruption** insured by this section as a result of

- 1 the occurrence of any of the following specified human infectious or human contagious diseases:
Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chicken Pox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires’ Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid fever, Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow Fever

manifested by any person whilst at the **premises** or within a 25 mile radius of it

- 2 murder or suicide at the **premises**
- 3 injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the **premises**
- 4 the discovery of **vermin** in the **building(s)** that prevents the use of or part use of the **building(s)** by order of the public authority
- 5 the closing of the whole or part of the **premises** by order of the public authority as a result of a defect in the drains or other sanitary arrangements at the **premises**.

This cover will only apply for the period starting with the occurrence of the loss and ending after 12 weeks, during which time the results of the **business** are affected.

We will not cover any costs incurred in the cleaning, repair, replacement, recall or checking of the property insured.

Patterns cover

We will cover **you** for any loss insured by this section resulting from interruption of or interference with the **business** as a result of **damage** to patterns, jigs, models, templates, moulds, tools, dies, drawings or designs belonging to **you** or for which **you** are responsible whilst at the premises of any machine makers, engineers, founders or other metal workers (excluding any premises occupied by **you**) within the **policy territories**.

Our liability for any one claim will not exceed £25,000.

Transit cover

We will cover **you** for any loss insured by this section resulting from interruption of or interference with the **business** as a result of **damage** to property belonging to **you** whilst in transit by road, rail or inland waterway within the **policy territories**.

Our liability for any one claim will not exceed £25,000.

Unspecified customers cover

The following meaning highlighted in bold black print will have the same meaning wherever it is used in the Unspecified customers cover.

Customers

The companies, organisations or individuals who at the date of the **incident you** have contracts or trading relationships with for the supply of goods or services.

We will cover **you** for any loss insured by this section resulting from interruption of or interference with the **business** as a result of

- 1 **damage** as insured by this section at the **premises** of any of **your customers** (other than those **customers** more specifically insured by this section) situated within the **policy territories**
- 2 **damage** to property insured in **your** schedule, held at unspecified **customers premises**.

Our liability for any one claim will not exceed 10% of the **gross profit** or **gross revenue** sum insured shown in **your** schedule or £250,000 whichever is lower.

Unspecified suppliers and storage sites cover

The following meaning highlighted in bold black print will have the same meaning wherever it is used in the Unspecified suppliers and storage sites cover.

Suppliers

The companies, organisations or individuals including manufacturers or processors of components, goods or materials who at the date of the **incident, you** have contracts or trading relationships with for the supply of goods or services to **you**.

We will cover **you** for any loss, covered by this section, resulting from interruption or interference with the **business** as a result of **damage** at

- 1 the **premises** of any of **your suppliers** other than those **suppliers** more specifically insured by this section
- 2 **premises** not in **your** occupation where **your** property is stored

within the **policy territories** or to properties shown in **your** schedule.

This cover does not apply to the premises of any supplier from where **you** obtain electricity, gas or water or telecommunications services.

Our liability for any one claim will not exceed 10% of the **gross profit** or **gross revenue** sum insured shown in **your** schedule or £250,000 whichever is lower.

✗ What is not covered

Erasure of data exclusion

We will not cover damage arising directly or indirectly from

- 1 erasure, loss, distortion or corruption of information on computer systems or other records, programs or software deliberately caused by rioters, strikers, locked-out workers, people taking part in labour disturbances or civil commotion or malicious persons
- 2 other erasure, loss, distortion or corruption of information on computer systems or other records, programs or software unless resulting from an insured Cause 1 to 16 which is covered under the Property damage section of this policy.

Section conditions

These conditions of cover apply only to this section. You must comply with the following conditions to have the full protection of your policy. Conditions may specify circumstances whereby non-compliance will mean that you will not receive payment for a claim. However you will be covered and we will pay your claim if you are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If you are unsure about any of these conditions or whether you need to notify us about any matter, please contact us.

Accumulated stocks condition

In adjusting any loss, an allowance will be made if any shortage of turnover due to the damage is postponed because the turnover is temporarily maintained from accumulated stocks of raw materials, work in progress or finished goods.

Alternative trading condition

If during the indemnity period goods are sold, accommodation provided or services rendered elsewhere other than at the premises for the benefit of the business, either by you or by others on your behalf the money paid or payable

for these sales, accommodation or services will be included in arriving at the turnover, gross revenue or gross rentals during the indemnity period.

Arbitration condition

If we agree to pay your claim and you disagree with the amount to be paid, the amount of the difference will be referred to an arbitrator who is jointly appointed in accordance with the statutory requirements. You will not be able to take legal action against us over this disagreement until the arbitrators have made their award.

Book debts condition

We will cover you for business interruption caused by or arising directly or indirectly from damage to your accounting records, other business books or records at the premises.

Provided that

- 1 at the end of each month you record the total amount of book debts
- 2 you keep a copy of such record at a place other than at the premises.

If you do not comply with this condition you will not be covered and we will not pay your claim.

Cessation or discontinuation condition

We will not cover you if after the start of the period of insurance the business is wound up or carried on by a liquidator or receiver or permanently discontinued.

Claims condition

In the event of a claim being made under this section you will at your own expense

- 1 a other than in respect of book debts provide us within 30 days after the end of the indemnity period or within such time as agreed by us with written details of your claim
b provide us with details of any other insurances covering the property used by you at the premises for the purpose of the business or any part of it or any consequential loss

- 2 deliver to **us** any books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs and any other information required, by **us**, for the purpose of investigating or verifying the claim together with, if required, a statutory declaration of truth of the claim and any matters connected with it.

If **you** do not comply with this condition

- 1 **you** will not be covered and **we** will not pay **your** claim
- 2 **you** must repay **us** any amount **we** may have already paid.

Contribution condition

If the cover provided by this section is insured by any other policy, **we** will only cover **you** for **business interruption** up to the limits of **our** rateable proportion.

Departmental condition

If the **business** is conducted in departments, where the independent trading results can be ascertained, the basis of settlement for **gross profit** or **gross revenue** or **gross rental** will apply separately to each department affected by the **incident**. Where the sum insured for **gross profit**, **gross revenue** or **gross rental** is less than the total sum produced by applying the rate of **gross profit**, **gross revenue** or **gross rentals** for each department of the **business** (whether affected by the **incident** or not) to the **annual turnover**, **annual gross revenue** or **annual gross rentals** (or to a proportionately increased multiple thereof) where the **maximum indemnity period** exceeds 12 months the amount payable shall be proportionately reduced.

New business condition

For the purpose of any claim arising from an **incident** occurring before the completion of the first year's trading of the **business** at the **premises**, the following meanings apply and not as otherwise stated in this section.

1 Rate of gross profit

The rate of gross profit earned on the **turnover** during the period between the start date of the **business** and the date of the **incident**.

2 Annual turnover

The proportional equivalent for a 12 month period of the **turnover** earned during the period between the start of the **business** and the date of the **incident**.

3 Standard turnover

The proportional equivalent for a period equal to the **indemnity period** of the **turnover** earned during the period between the start of the **business** and the date of the **incident**.

4 Annual gross revenue

The proportional equivalent for a period of 12 months of the **gross revenue** earned during the period between the start date of the **business** and the date of the **incident**.

5 Standard gross revenue

The proportional equivalent for a period equal to the **indemnity period** of the **gross revenue** earned during the period between the start date of the **business** and the date of the **incident**.

6 Annual gross rentals

The proportional equivalent for a period of 12 months of the **gross rentals** earned during the period between the start date of the **business** and the date of the **incident**.

7 Standard gross rentals

The proportional equivalent for a period equal to the **indemnity period** of the **gross rentals** earned during the period between the start of the **business** and the date of the **incident**.

We will make adjustments as necessary for trends of the **business** and for variations and other circumstances affecting the **business**, either before or after the **incident**, or which would have affected the **business** had the **incident** not occurred so that the adjusted figures represent as closely as possible, the

results which would have been obtained during the **indemnity period** after the **incident**.

Payments on account condition

At **your** request, payments on account may be made to **you** monthly during the **indemnity period**.

Professional accountants condition

Any particulars or details contained in **your** books of account, other business books or documents that are required by **us** for investigation or verifying any claim under the Claims condition for this section, may be produced by professional accountants if, at the time, they are regularly acting for **you**. Their report will be prima facie evidence of the particulars and details to which the report relates to.

We will pay **you** the reasonable charges that **you** have to pay for professional accountants in producing the particulars or details or any other proofs, information or evidence that **we** may require under the Claims condition for this section and reporting these particulars or details are in accordance with **your** accounting records, other business books or documents.

Provided that the total amount payable under this condition and the amount otherwise payable under the section does not exceed the sum insured shown in **your** schedule.

Reinstatement of sum insured after loss condition

In the event of **business interruption**, the sum insured by this section will be automatically reinstated from the date of the **damage** unless written notice is given to the contrary either by **us** or by **you**.

Provided that in the event of reinstatement **you** will

- 1 pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement
- 2 complete any additional risk improvements which **we** may reasonably require.

Salvage sales condition

If following a loss insured by this section resulting from interruption of or interference with the **business you** hold a salvage sale during the **indemnity period** paragraph 1 a of the **gross profit** item of the Basis of loss settlement is amended as follows

for reduction in **turnover**, the sum produced by applying the **rate of gross profit** earned on the **turnover** during the financial year immediately before the date of the **incident**, to the amount by which the **turnover** during the **indemnity period** (less **turnover** for the period of the salvage sale) as a result of the **incident**, falls short of the **turnover** during the corresponding period in the 12 months immediately before the date of the **incident** from which amount shall be deducted the **gross profit** actually earned during the period of the salvage sale.

Subrogation waiver condition

In the event of a claim under this section **we** agree to waive any rights, remedies or relief to which **we** might have become entitled by subrogation against

- 1 any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**
- 2 any company which is a subsidiary of a parent company of which **you** are a subsidiary

in each case as defined by current law at the time of the **damage**.

Uninsured working expenses condition

If any working expenses of the **business** are not insured by this section (having been deducted in arriving at the **gross profit**) then in calculating the amount recoverable as increase in cost of working, that proportion only of any additional cost will be taken into account which the **gross profit** relates to the sum of the **gross profit** and the **uninsured working expenses**.

Business interruption section – Increase in cost of working

Contents of this section

Meanings of defined terms	44
Basis of loss settlement	45
What is covered	45
Limit of cover	46
What is not covered	46
Section conditions	46

Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your** Business interruption section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5 of **your policy**.

Notes

- 1 For the purpose of the following defined meanings any adjustment implemented in current cost accounting will be disregarded.
- 2 To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section will be exclusive of such tax.

Book debts

The total amount of the balances debited to **customers** in **your** most recent accounts after adjustments for bad debts and for amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the date of the **incident**) to **customers** accounts in the period between the date of the statement and the date of the **incident**.

Customers

All **your** customers who obtain goods or services from **you** on a credit basis.

Damage

Accidental loss or destruction or damage caused by an insured Cause under the Property damage section unless otherwise excluded.

Incident

Damage to property used by **you** at the **premises** for the purpose of the **business**

or

Damage to **your** accounting records, other business books or records at the **premises** for any item on **book debts**.

Indemnity period

The period during which the **business** is affected, starting on the date the **incident** occurred and ending not later than the **maximum indemnity period**.

Maximum indemnity period

The period shown in **your** schedule.

Basis of loss settlement

These terms of settlement only apply if the paragraph title appears in **your** schedule for this section.

Book debts

We will cover **you** for

- 1 loss of book debts
and
- 2 additional costs

and the amount payable will be

- a for the loss of **book debts** the difference solely due to the **incident**, between the amount of the **book debts** at the date of the **incident** and the total amount received in payment of them during the 12 months after the **incident**
- b for additional costs: the additional costs necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **book debts** which would have taken place as a result of the **incident**, but not exceeding the amount which would otherwise have been payable under a

provided that if at the time of the **incident** the sum insured by this item is less than the total amount of the **book debts**, the amount payable will be proportionately reduced

Increase in cost of working

We will cover **you** for increase in cost of working and the amount payable will be the additional expenditure necessarily and reasonably incurred by **you** as a result of the **damage** in order to prevent or minimise the interruption of the **business** during the **indemnity period**.

We will not be liable for more than 50% of the sum insured during the first three months of the **indemnity period** and the balance of any amount due will follow in equal monthly proportions.

✓ What is covered

- 1 **We** will cover **you** for any items shown in **your** schedule for Increase in cost of working for any **incident** during the **period of insurance** which results in the **business** being interrupted or interfered with.

Provided that

- a at the time of the **damage** there is insurance in force covering **your** interest in the **premises** or other property against that **damage** and that
 - i payments have been made or liability admitted under that insurance
 - ii payment would have been made or liability admitted but for the conditions in that insurance, excluding liability for losses below a specified amount
- b such **damage** would not have been excluded by the Property damage section of this policy.

- 2 **We** will cover **you** for any items shown in **your** schedule for **book debts**.

If any of **your** accounting records, other business books or records at the **premises** suffers **damage** during the **period of insurance** and it is not possible for **you** to obtain from **your customers** all the amounts due to **you** and outstanding at the date of the **damage**, then **we** will pay **you** the amount **you** may be entitled to recover under the conditions of this section.

Provided that **our** liability will not exceed

- a the total sum insured, or for any item of **book debts**, its sum insured at the date of the **damage**
- b the sum insured remaining after deduction for any other loss under this section as a result of **damage**, occurring during the same **period of insurance** unless **we** have agreed to reinstate the sum insured.

Limit of cover

The most **we** will pay **you** during any one **period of insurance** is the sum insured shown against each item in **your** schedule, plus professional accountants charges.

✗ What is not covered

Erasure of data exclusion

We will not cover damage arising directly or indirectly from

- 1 erasure, loss, distortion or corruption of information on computer systems or other records, programs or software deliberately caused by rioters, strikers, locked-out workers, people taking part in labour disturbances or civil commotion or malicious persons
- 2 other erasure, loss, distortion or corruption of information on computer systems or other records, programs or software unless resulting from an insured Cause **1** to **16** which is covered under the Property damage section of this **policy**.

Section conditions

These conditions of cover only apply to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Book debts condition

We will cover **you** for business interruption caused by or arising directly or indirectly from **damage** to **your** accounting records, other business books or records at the **premises**.

Provided that

- 1 at the end of each month **you** record the total amount of **book debts**
- 2 **you** keep a copy of such record at a place other than at the **premises**.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim.

Claims condition

In the event of a claim being made under this section **you** will at **your** own expense

- 1 **a** other than in respect of **book debts** provide **us** within 30 days after the end of the **indemnity period** or within such time as agreed by **us** with written details of **your** claim
b provide **us** with details of any other insurances covering the property used by **you** at the **premises** for the purpose of the **business** or any part of it or any consequential loss
- 2 deliver to **us** any books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs and any other information required, by **us**, for the purpose of investigating or verifying the claim together with, if required, a statutory declaration of truth of the claim and any matters connected with it.

If **you** do not comply with this condition

- 1 **you** will not be covered and **we** will not pay **your** claim
- 2 if **we** refuse to pay **your** claim **you** must repay **us** any amount **we** may have already paid.

Public and products liability section

Contents of this section

Meanings of defined terms	47
What is covered	49
What is not covered	53
Section conditions	55

Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your** Public and products liability section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5 of **your policy**.

Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

Bodily injury

Death, bodily injury, illness or disease.

Claim costs

Costs and expenses

- 1 of any claimant which **you** become legally liable to pay
- 2 incurred with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at
 - a any coroner's inquest or fatal accident inquiry
 - b summary court proceedings.

Clean up costs

Costs and expenses of remediation of environmental damage or environmental harm.

Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

Electronic data

Facts, concepts or information in a form usable for communications, interpretation or processing by electronic or electro-mechanical data processing or electronically controlled equipment which includes programmes, software, firmware, operating systems or other coded instructions for the processing or manipulation of data.

Employed person(s)

- 1 Anyone under a contract of service or apprenticeship with **you**.
- 2 Anyone who is
 - a employed by **you** or on **your** behalf on a labour only basis
 - b self employed
 - c hired to **you** or borrowed by **you** from another employer
 - d a voluntary helper or taking part in a work experience or training scheme and under **your** control or supervision.

Enforcing authority

Any government or statutory authority, implementing or enforcing environmental protection legislation in the **policy territories**.

Event

Claim or series of claims against **you** as a result of or attributable to a single source or the same original, repeated or continuing cause.

Hot work

Any work that requires, uses or produces open flames or any other sources of heat or sparks that could ignite flammable or combustible materials.

Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Nuisance or trespass

Nuisance, trespass to land or trespass to goods, or interference with any easement.

Offshore

On or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

Personal injury

Personal injury or infringement of a person's legal right other than

- 1 **bodily injury**
- 2 a right arising from title to, or an interest in property.

Pollutants

Any solid liquid or gaseous pollutant, contaminant or irritant substance or any biological agent that is a danger to human health.

Principal

Employer who has engaged **you** to act on their behalf, under a contract for the performance of work by **you**, in connection with the **business**.

Products

Products that **you** have sold, supplied, provided or delivered including

- 1 containers, packaging, labelling, instructions or advice in connection with products
- 2 **services** that have been completed as part of a contract for the sale or supply of products

in the course of the **business**.

Property damage

Loss of or damage to property that **you** do not own or possess and is not in **your** custody or under **your** control.

Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **policy territories**.

Services

Work process or other operation that **you** undertake or is undertaken on **your** behalf including any goods or materials used in connection with the work process or other operation in the course of the **business**.

Sudden incident

Sudden, identifiable, unintended and unexpected incident that does not originate from a gradual, continuous or repetitive cause.

Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

✓ What is covered

We will cover the amount of damages which **you** are legally liable to pay in respect of

- 1 **bodily injury**
- 2 **personal injury**
- 3 **property damage**
- 4 **nuisance or trespass**

occurring during the **period of insurance** in connection with the **business**.

If legal liability to pay damages in respect of **property damage** or **nuisance or trespass** arises from a release or escape of **pollutants** into the atmosphere or onto land, water, building(s) or any structure, the cover will only apply to a **sudden incident** which happens at a specific time and place during the **period of insurance** within the **policy territories** and all **property damage** or **nuisance or trespass** will be considered as having occurred at the time of the **sudden incident**.

Additional business activities cover

The cover under this section includes the following activities of the **business**

- 1 providing and managing amenities for the benefit and welfare of **employed person(s)**
- 2 owning, repairing, maintaining and decorating **your premises**
- 3 providing and managing facilities primarily used for fire prevention, safety or security at **your premises**
- 4 maintaining and repairing vehicles and machinery owned or used by **you**
- 5 private work **you** allow **employed person(s)** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission
- 6 the sale or disposal of **business** assets.

Claims costs cover

We will cover **claim costs** in connection with a claim for which an award of damages or **clean up costs** is paid or may be payable under this section, but **we** will not pay **claim costs** for any part of a claim not covered by this section.

Compensation for court attendance cover

We will compensate **you** at the rate of £500 per day, for each day that **we** request any director, partner or **employed person(s)** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

Contingent motor liabilities cover

We will cover the amount of damages which **you** are legally liable to pay and **claim costs** in respect of accidental

- 1 **bodily injury**
- 2 **property damage**

occurring during the **period of insurance** and arising out of

- a the use by an **employed person** of their own motor vehicle within the European Union in connection with the **business**

- b** the movement of any motor vehicle, not owned by, or provided by **you**, or an **employed person** that is preventing access to, or causing an obstruction within **your premises** or any site at which **you** are working

and the Road Traffic Act exclusion in this section will not apply to that liability.

We will not pay

- 1** for loss of or damage to any motor vehicle referred to in **a** or **b** above
- 2** unless the motor vehicle is being driven with **your** permission and **you** have taken reasonable steps to ensure that the person driving holds a valid licence to drive the motor vehicle
- 3** where cover is provided by another insurance policy.

Cross liabilities cover

Any person, firm, company or organisation covered by this section, is entitled to the cover as if a separate policy had been issued to each and where **you** are a membership organisation, the cover will apply to each member as if a separate policy had been issued to each member.

However the amount payable by **us** in total, on behalf of all entitled to cover, shall not in any circumstances exceed the limit of indemnity shown in **your** schedule.

Data protection cover

We will cover the amount of compensation which **you** are legally liable to pay in respect of **personal injury** occurring during the **period of insurance**, arising from holding personal data, or, as a result of any loss, misuse or unauthorised disclosure of personal data held by **you** in the course of the **business**.

We will only pay

- 1** amounts of compensation which **you** are ordered to pay, or which **you** might reasonably be expected to pay by a court having jurisdiction
- 2** if **you** are registered or are in the process of registration (and the application has not been refused or withdrawn) under Data Protection legislation

within the **policy territories**.

We will not cover

- 1** fines or penalties imposed by a court
- 2** the costs of any appeal against the refusal of an application for registration or alteration, in connection with the Data Protection legislation or any enforcement, de-registration or prohibition notice
- 3** the cost of replacing, reinstating, rectifying or erasing any personal data
- 4** refund of monies paid to **you** by any claimant
- 5** liability for which cover is provided under any other more specific insurance.

The maximum **we** will pay for compensation, costs and expenses in total, as a result of all occurrences during any one **period of insurance**, is £1,000,000.

Defective Premises Act cover

We will cover the amount of damages which **you** are legally liable to pay in respect of accidental **bodily injury** or **property damage**, occurring during any one **period of insurance**, arising out of premises **you** have disposed of, but had previously owned in connection with the **business**.

We will not cover

- 1** loss of or damage to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect in them
- 2** any liability for which **you** are covered under any other insurance policy.

Environmental clean up cover

We will cover the amount of **clean up costs** which **you** are legally liable to pay, under a notice or order imposed upon **you** by an **enforcing authority**, arising from a release or escape of **pollutants**, onto or into land, surface water or ground water.

The cover will only apply to a **sudden incident** which happens at a specific time and place during the **period of insurance** in connection with the **business**, within the **policy territories**.

The maximum **we** will pay for all **clean up costs**, as a result of one **sudden incident** or all such incidents happening during any one **period of insurance**, is £100,000.

Where a claim for damages arises in addition to **clean up costs** as a result of the same **sudden incident**, the maximum **we** will pay for the total amount of damages and **clean up costs** added together, will not exceed the public liability limit of indemnity shown in **your** schedule.

We will not cover any part of a claim for **clean up costs**

- 1 at, in or upon property that is or was, owned by **you**, or in **your** possession, or in **your** custody or under **your** control
- 2 to achieve an improvement or alteration in the condition of the land, or any surface or ground water beyond that
 - a necessary to meet the standards required by law at the start of remediation
 - b existing at the time of a **sudden incident** for which a claim is made under this section.

Manslaughter costs cover

We will cover **manslaughter costs** in respect of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **manslaughter costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is £1,000,000.

We will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of implementing any remedial order or publicity order
- 3 costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
- 4 costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- 5 costs and expenses covered by any Legal expenses insurance
- 6 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Personal liability cover

If no other insurance is in force, at **your** request, the cover provided by this section will apply to the legal liability of

- 1 any director or **employed person(s)** of **yours** whilst
 - a performing their normal duties in connection with the **business**
 - b work is being carried out on behalf of a director or officer by an **employed person** with **your** consent
 - c acting in a personal capacity, during the course of a trip or journey arranged for the purpose of the **business**
- 2 the spouse, civil partner, domestic partner or any children accompanying a director or **employed person** in the course of a **business** trip or journey.

The cover provided by this section will also apply to **your** personal representative, or the personal representative of any other deceased person entitled to cover.

Principals liability cover

At **your** request, **we** will cover the legal liability of any **principal** arising from the performance of **your** work for the **principal**.

We will not provide cover beyond the requirements of **your** contract with the **principal**.

Property in your care cover

The cover provided by this section will apply to the following property whether or not it is in **your** possession or custody or under **your** control at the time of the occurrence of loss or damage

- 1 premises which are leased, let, rented, hired or lent to **you**
- 2 premises, including contents, which are not owned or rented by **you**, where **you** are temporarily carrying out work in connection with the **business**
- 3 the vehicles or personal effects of **employed person(s)** or visitors while on **your** premises.

We will not provide cover for

- 1 any **contractual liability**
- 2 loss of or damage to property for which **you** have an agreement to arrange insurance on behalf of the owner, or as if **you** were the owner, under a tenancy, rental or hire agreement
- 3 **clean up costs**.

Safety legislation costs cover

We will cover **safety legislation costs** in respect of any **bodily injury** or **property damage** occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation, if in the opinion of Counsel (appointed by mutual consent), that such appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **safety legislation costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is £1,000,000.

We will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of an appeal against improvement or prohibition notices
- 3 costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
- 4 costs and expenses covered by any Legal expenses insurance
- 5 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Limit of indemnity

- 1 The public liability limit of indemnity shown in **your** schedule is the maximum amount **we** will pay for all damages arising from one **event**.

- 2 The public liability limit of indemnity is also the maximum amount **we** will pay for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from release or escape of **pollutants**.
- 3 The products liability limit of indemnity shown in **your** schedule is the maximum amount **we** will pay for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from **products**.
- 4 The terrorist act limit of indemnity shown in **your** schedule is the maximum amount **we** will pay for all damages as a result of all occurrences during any one **period of insurance**, arising directly or indirectly in connection with **terrorist act**.
- 5 If **we** cover more than one person, firm, company or organisation, the amount payable by **us** in total, on behalf of all entitled to cover, shall not in any circumstances exceed the limit of indemnity shown in **your** schedule.
- 6 **We** will pay **claim costs** in addition to the limit of indemnity applicable to the claim or claims, except if an action for damages is started or brought in the United States of America or Canada.
- 7 If an action for damages is started or brought in the United States of America or Canada, **we** will not pay more than the limit of indemnity shown in **your** schedule, for the total of all damages and **claim costs** arising from the action.
- 8 In respect of any claim or claims, **we** may at any time pay the limit of indemnity applicable, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment in respect of the claim or claims. If **we** have agreed to pay **claim costs** in addition to the limit of indemnity, **we** will pay the costs incurred before the date of the claim payment.

✘ What is not covered

Aircraft and watercraft exclusion

We will not cover claims caused by or arising from **you** owning, possessing or using any

- 1 type of aircraft or spacecraft
- 2 watercraft or hovercraft exceeding 8 metres in length that is ordinarily capable of movement by mechanical power and which is under **your** control.

Airside exclusion

We will not cover claims caused by or arising from any **services** in, or on

- 1 aircraft
- 2 airport or airfield runways, manoeuvring areas or aprons, or any other parts of airports or airfields to which aircraft ordinarily have access.

Asbestos exclusion

We will not cover claims caused by or arising from

- 1 inhalation or ingestion of **asbestos**
- 2 exposure to or fear of the consequences of exposure to **asbestos**
- 3 the presence of **asbestos** in any property or on land
- 4 investigating, managing, removing, controlling or remediation of **asbestos**.

Aviation and hovercraft products exclusion

We will not cover claims caused by or arising from any **products** which, to **your** knowledge, are for use in or on any aircraft, hovercraft or device intended to travel through air or space.

Contractual liability exclusion

We will not cover claims

- 1 for **contractual liability** in connection with **products**
- 2 where the terms of any contract or agreement made by **you**, prevent **us** from taking over the full defence or settlement of the claim
- 3 to pay liquidated damages, or any contractual fines or amounts payable under contractual penalty clauses.

Damage to products and services exclusion

We will not cover claims for loss of or damage to property forming part of a contract for the sale or supply of **products** or **services**, caused by or arising from a defect in or the unsuitability of those **products** or **services**.

Defamation and discrimination exclusion

We will not cover claims caused by or arising from

- 1 libel or slander
- 2 false statement
- 3 discrimination of any kind.

Deliberate act exclusion

We will not cover claims

- 1 caused by or arising from any deliberate act, error or omission
 - a where the results are intended or expected, or are reasonably foreseeable by **you**
 - b by anyone other than **you**, so far as cover is requested for their own liability
- 2 for **clean up costs** in circumstances where **you** have knowingly
 - a deviated from any regulatory notice, order or protection ruling
 - b omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **you** are responsible.

Electronic data exclusion

We will not cover claims caused by or arising from

- 1 authorised or unauthorised transmission of **electronic data**
- 2 the content of any website, **your** email, intranet or extranet
- 3 loss, distortion, erasure, corruption or alteration of **electronic data** or any loss of use resulting in reduction of functionality
- 4 failure of electronic, electromechanical data processing or electronically controlled equipment or **electronic data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

Employee injury exclusion

We will not cover claims for **bodily injury** sustained by any **employed person(s)** arising out of and in the course of their employment with **you**.

Employment dispute exclusion

We will not cover claims caused by or arising from a dispute with, or proceedings brought by, any person for

- 1 their existing, past or prospective contract of employment with **you**
- 2 a breach of employment-related legislation.

Excess exclusion

The **excess** will apply to each **event** for loss as stated in **your** schedule. In respect of **products**, the **excess** will apply to each **event** during each **period of insurance** that loss occurs as a result of the **event**.

Foreign manual services exclusion

We will not cover claims caused by or arising from **services** involving any manual work, process or other operation, undertaken by **you** or on **your** behalf outside the **policy territories**, except where undertaken within the European Union, by persons resident within the **policy territories**.

Intellectual property exclusion

We will not cover claims caused by or arising from passing off or infringement of trade name, registered design, unregistered design, copyright or patent right.

North America exclusion

We will not cover claims caused by or arising from

- 1 any **products**, which to **your** knowledge, are for export, either directly or indirectly to the United States of America or Canada
- 2 **services** in the United States of America or Canada
- 3 pollution or contamination of the atmosphere, land or water or any building(s) or structure, or any environmental damage or impairment in the United States of America or Canada.

Offshore exclusion

We will not cover claims caused by or arising from any **services**, **offshore**.

Overseas establishment exclusion

We will not cover claims caused by or arising from any associated or subsidiary company of **yours**, or any of **your** branch offices, or any representative of **yours** with power of attorney, registered, having premises or resident outside the **policy territories**.

Professional duty exclusion

We will not cover claims caused by or arising from any breach of professional duty in relation to advice, instruction, consultancy, design, formula, specification, inspection, survey, valuation, certification, testing or supervision undertaken or given for a fee.

Punitive damages exclusion

We will not cover claims to pay any award of punitive, exemplary or aggravated damages or additional damages resulting from the multiplication of compensatory damages, by a court of law outside the **policy territories**.

Radioactive contamination exclusion

We will not cover claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

Recall exclusion

We will not cover claims to pay any costs or expenses caused by or arising from any decision or requirement to recall or withdraw **products** from sale or use.

Rectification of defects exclusion

We will not cover claims to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove defective or unsuitable **products** or **services**, or to make any refund.

Road Traffic Act exclusion

We will not cover claims caused by or arising from the ownership, possession or use by **you** or on **your** behalf of any motor vehicle, trailer or mobile plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation or where cover is provided (or would be provided but for breach of the terms of cover) by another insurance.

War risks exclusion

We will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance

with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Hot work precautions condition

The following precautions must be complied with each time that **hot work** is undertaken away from **your** premises

- 1 the area where the work is to be completed must be cleared of all combustibles
- 2 combustible floors and other combustible property which cannot be moved, must be protected by non-combustible material and where welding, cutting or grinding equipment is being used, this must extend to at least 6 metres from or beneath the work area
- 3 where there is a danger of ignition either directly, or by conduction of heat, through any partitions or walls, the area on the other side must be inspected and combustible material removed
- 4 at least one fire extinguisher, of a type suitable for the use required, must be kept adjacent to the work or task and ready for immediate use
- 5 no heat producing equipment must be left out of view of its operator or firewatcher whilst lighted or powered or whilst hot
- 6 a thorough safety check for signs of fire or combustion around, above or below the work area must be made at regular intervals, for at least 30 minutes after each period of work is completed.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Index linking condition

The estimates shown in **your** schedule will be index linked, so that the renewal premium for each **period of insurance** is calculated on an adjusted amount in line with suitable indices of costs. **You** must review **your** estimates at each renewal and tell **us** if the estimates need to be changed to accurately reflect **your business** activity for the forthcoming **period of insurance**.

Legionella precautions condition

If **you** own or are responsible for water systems, water installations or cooling systems, a written risk assessment must be undertaken and controls put in place to prevent the growth of biological agents that may cause disease or illness.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Sub-contractors (services) condition

If **you** appoint any sub-contractor (other than an **employed person**) to carry out **services** at the premises or site of a customer, **you** must take reasonable steps to obtain confirmation from the sub-contractor, prior to starting work, that they have Public liability insurance in force throughout the period of their involvement.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Employer's liability section

Contents of this section

Meanings of defined terms	57
What is covered	58
What is not covered	60
Section conditions	61

Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your** Employer's liability section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5 of **your policy**.

Bodily injury

Death, bodily injury, illness or disease.

Claim costs

Costs and expenses

- 1 of any claimant which **you** become legally liable to pay
- 2 incurred with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at
 - a any coroner's inquest or fatal accident inquiry
 - b summary court proceedings.

Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

Employed person(s)

- 1 Anyone under a contract of service or apprenticeship with **you**.
- 2 Anyone who is
 - a employed by **you** or on **your** behalf on a labour only basis
 - b self employed
 - c hired to **you** or borrowed by **you** from another employer
 - d a voluntary helper or taking part in a work experience or training scheme and under **your** control or supervision.

Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Offshore

On or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

Principal

Employer who has engaged **you** to act on their behalf, under a contract for the performance of work by **you**, in connection with the **business**.

Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **policy territories**.

Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

✓ What is covered

We will cover the amount of damages which **you** are legally liable to pay in respect of **bodily injury** to any **employed person(s)** resident in the **policy territories**, caused during the **period of insurance** and arising out of and in the course of their employment by **you** in connection with the **business**.

Additional business activities cover

The cover under this section includes the following activities of the **business**

- 1 providing and managing amenities for the benefit and welfare of **employed person(s)**
- 2 owning, repairing, maintaining and decorating **your** own property or premises **you** use

- 3 providing and managing facilities primarily used for fire prevention, safety or security at **your** premises
- 4 maintaining and repairing vehicles and machinery owned or used by **you**
- 5 private work **you** allow **employed person(s)** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission
- 6 the sale or disposal of **business** assets.

Claim costs cover

We will cover **claim costs** in connection with a claim for which an award of damages is paid or may be payable under this section, but **we** will not pay **claim costs** for any part of a claim not covered by this section.

Compensation for court attendance cover

We will compensate **you** at the rate of £500 per day, for each day that **we** request any director, partner or **employed person(s)** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

Manslaughter costs cover

We will cover **manslaughter costs** in respect of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

You must obtain **our** prior written consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and

Employer's liability section *continued*

the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **manslaughter costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is £1,000,000.

We will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of implementing any remedial order or publicity order
- 3 costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
- 4 costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- 5 costs and expenses covered by any Legal expenses insurance
- 6 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Personal liability cover

If no other insurance is in force, at **your** request, the cover provided by this section will apply to the legal liability of

- 1 any director or **employed person(s)** of **yours** whilst
 - a performing their normal duties in connection with the **business**
 - b work is being carried out on behalf of a director or officer by an **employed person** with **your** consent
 - c acting in a personal capacity, during the course of a trip or journey arranged for the purpose of the **business**

- 2 the spouse, civil partner, domestic partner or any children accompanying a director or **employed person** in the course of a **business trip** or journey.

The cover provided by this section will also apply to **your** personal representative, or the personal representative of any other deceased person entitled to cover.

Principals liability cover

At **your** request, **we** will cover the legal liability of any **principal** arising from the performance of **your** work for the **principal**.

We will not provide cover beyond the requirements of **your** contract with the **principal**.

Safety legislation costs cover

We will cover **safety legislation costs** in respect of any **bodily injury** occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **safety legislation costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is £1,000,000.

We will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of an appeal against improvement or prohibition notices
- 3 costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
- 4 costs and expenses covered by any Legal expenses insurance
- 5 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Unsatisfied court judgements cover

We will at **your** request, pay an **employed person** the amount awarded to that person by a court of law for **bodily injury** against any company, partnership or individual conducting a **business** within the **policy territories**, if such award remains unpaid six months after the date of the judgement.

We will only provide cover if

- 1 there is no outstanding appeal
- 2 the **bodily injury** was sustained during the **period of insurance** by the **employed person** while working in connection with the **business**
- 3 the judgement was obtained in a court within the **policy territories**
- 4 the **employed person** or their personal representative assigns the amount awarded under the judgement to **us**.

Limit of indemnity

- 1 The employer's liability limit of indemnity shown in **your** schedule is the maximum **we** will pay for the total of all damages and **claims costs** and will apply to any one claim or series of claims by one or more of the **employed person(s)** arising from one occurrence.
- 2 The **terrorist act** limit of indemnity shown in **your** schedule will apply exclusively to any one claim or series of claims by one or more of the **employed person(s)** arising directly or indirectly in connection with a **terrorist act**.
- 3 In respect of any claim or claims, **we** may at any time pay the limit of indemnity applicable, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment in respect of the claim or claims.

✗ What is not covered

Offshore exclusion

We will not cover claims for **bodily injury** to any **employed person(s)** while **offshore**.

Radioactive contamination exclusion

We will not cover claims for

- 1 **contractual liability**
- 2 which **your principal** has a legal liability caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

Road Traffic Act exclusion

We will not cover claims for **bodily injury** to an **employed person** in circumstances where it is necessary to arrange compulsory motor insurance or security, under any Road Traffic Legislation.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Index linking condition

The estimates shown in **your** schedule will be index linked, so that the renewal premium for each **period of insurance** is calculated on an adjusted amount in line with suitable indices of costs. **You** must review **your** estimates at each renewal and tell **us** if the estimates need to be changed to accurately reflect **your business** activity for the forthcoming **period of insurance**.

Right of recovery condition

The cover provided under this section is in line with any law relating to the compulsory insurance of liability to persons employed within the **policy territories**. **You** must repay to **us** all amounts **we** pay which **we** would not have been liable to pay but for the law.

Goods in transit section

Contents of this section

Meanings of defined terms	62
What is covered	63
Limit of cover	65
What is not covered	65
Section conditions	67

Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your** Goods in transit section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5 of **your policy**.

Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

Data

Any data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Defined peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, **flood**, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animal.

Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**. 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, the generation of excess

or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

Flood

Damage caused by

- 1 the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam
- 2 inundation from the sea
- 3 inundation by rainwater or rainwater induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building.

Geographical limits

Anywhere (including sea crossings) in or between Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and Eire.

Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

Phishing

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

Property

Goods and trade tools belonging to **you** or for which **you** are responsible, relating to the **business**.

Terrorism

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

In Northern Ireland: An act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s)

or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

Vehicle

Motor vehicle, articulated vehicle, trailer or semi-trailer owned or operated by **you**.

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems**, **data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

✓ What is covered

We will cover **you** for loss of or damage to **property** occurring during the **period of insurance** whilst in transit to destinations within the **geographical limits** by any means of conveyance described in **your** schedule, including

- 1 loading prior to despatch from the point of actually lifting **property** by or onto the means of conveyance
- 2 unloading and movement to the first resting place at the final destination.

Basis of claims settlement

We will pay **you** for the invoice value of **property** at the time of loss or **we** may repair, replace or reinstate **property** lost or damaged.

If an invoice has not been raised at the time of loss, the valuation will be based on the sale or re-sale value of the **property** at the time of the start of the transit.

If the lost or damaged **property** is not new, **we** will deduct a reasonable amount for wear, tear and depreciation as part of the claims settlement.

In the event of loss of or damage to any machinery or equipment, which when complete for sale or use consists of several separate parts, **we** will only pay for the part or parts actually lost or damaged, including any replacement charges. In all circumstances **we** will not pay more than the value of the complete machine or equipment.

Claims for the total loss or destruction of Ropes and sheets cover, Personal effects cover and Electronic equipment cover will be settled on the basis of value at the time of loss or damage with adjustment for wear and tear, but **we** will not pay more than the limit specified for the cover in respect of any one claim.

Additional expenses cover

We will pay up to £10,000 any one claim for expenses reasonably incurred by **you** in

- 1 the removal of debris and site clearance from the immediate area of the site where damage to **property** in transit by **vehicle** has occurred
- 2 transferring **property** to any other conveyance, following fire, collision, overturning or impact of the conveying **vehicle**, including carrying the **property** to the original destination or to a place of collection
- 3 reloading onto the **vehicle** any **property** which has fallen from the **vehicle**
- 4 re-securing the **property** where there is dangerous movement of the load in transit by **vehicle**.

Demonstration or approval cover

We will pay up to the limit shown in **your** schedule for accidental loss of or damage to **property** during the **period of insurance** within the **geographical limits** whilst

- 1 in transit to or from **your** customer's premises on demonstration or on approval

- 2 on the customer's premises where the **property** is being demonstrated or being approved, excluding loss or damage caused by or through its demonstration or use.

Electronic equipment cover

We will pay up to £500 any one claim for accidental loss of or damage to portable electronic equipment belonging to **you** occurring during the **period of insurance** within the **geographical limits**, whilst being used by the driver of a **vehicle** in the course of transit of **property**, in connection with the **business**.

Exports (Free on board/ Free on aircraft) cover

We will cover **you** against loss of or damage to **property** occurring during the **period of insurance**, consigned to an address outside the **geographical limits**, where, by agreement, **you** are responsible for all expenses and insurance prior to delivery of the **property** over ships, rail or on aircraft. The cover will apply whilst in transit within the **geographical limits** and for a period of up to 30 days whilst the **property** is temporarily stored awaiting shipment on any quayside or in any dock or airport store.

Incoming goods cover

We will cover **you** up to the limit shown in **your** schedule for loss of or damage to **property** occurring during the **period of insurance**, consigned to **you** from an address within the **geographical limits**, if it is **your** responsibility to insure.

Packers premises cover

We will pay up to the limit shown in **your** schedule for accidental loss of or damage to **property** during the **period of insurance** within the **geographical limits** whilst

- 1 in transit to or from premises where the **property** is being packed for transit
- 2 on the premises where the **property** is being packed for transit, excluding loss or damage caused by or through the process of packaging.

Personal effects cover

We will pay up to £500 any one claim for drivers' personal effects, accidentally lost or damaged, arising out of an occurrence for which there is also a valid claim for loss of or damage to **property** in or on a **vehicle**.

Ropes and sheets cover

We will pay up to £500 any one claim for accidental loss of or damage to tarpaulins, sheets, trailer curtains, ropes, chains, webbing straps and packing materials belonging to **you** or for which **you** are responsible not insured under any other **policy**, occurring during the **period of insurance** within the **geographical limits**, whilst carried on a **vehicle**.

Travellers' samples cover

We will pay up to the limit shown in **your** schedule for loss or damage to travellers' stock or samples occurring during the **period of insurance** within the **geographical limits**, whilst in transit or temporarily removed from a **vehicle** during transit and kept in a locked room or a locked building, provided that the stock or samples remain under the custody or control of **you** or **your** employee.

Limit of cover

- 1 The maximum amount **we** will pay for any one claim or series of claims arising from one occurrence is the limit any one event shown in **your** schedule.
- 2 The consignment limit shown in **your** schedule is the maximum amount **we** will pay for all **property** sent at any one time
 - a in one or more packages and in one load by carrier to the same destination
 - b for any one self contained package sent by post.
- 3 The vehicle limit shown in **your** schedule is the maximum **we** will pay for all **property** sent at any one time in one or more packages loaded or for loading on one **vehicle**.

X What is not covered

Consequential loss exclusion

We will not cover loss resulting from damage to **property** or any indirect loss other than as specified under the additional expenses cover.

Delay exclusion

We will not cover loss or damage to **property** directly or indirectly caused by or arising from delay.

Derangement exclusion

We will not cover electrical or mechanical derangement unless caused by impact.

Electronic risks exclusion

We will not cover **you** for any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- 1 damage to or the destruction of any **computer systems**; or
- 2 any alteration, modification, distortion, erasure or corruption of **data**

in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

We will cover subsequent **damage** which is covered by this section, which itself results from a **defined peril** covered by this section, except for **damage** caused by malicious persons other than thieves.

Excess exclusion

The **excess** shown in **your** schedule will apply to each claim or series of claims arising from one occurrence.

Livestock exclusion

We will not cover loss of or injury to living creatures.

Natural deterioration exclusion

We will not cover natural deterioration of **property**.

Nuclear waste exclusion

We will not cover loss or damage to nuclear waste.

Pressure waves exclusion

We will not cover loss or damage to **property** directly or indirectly caused by or arising from pressure waves caused by aircraft or other aerial devices.

Radioactive contamination exclusion

We will not cover any loss, damage or expense directly or indirectly caused by or contributed to by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

Temperature controlled property exclusion

We will not cover the deterioration of **property** conveyed in frozen, chilled or insulated conditions due to

- 1 faulty stowage
- 2 incorrect setting or operation of the equipment
- 3 variations in temperature unless directly caused by fire, accident (but not breakdown) to the means of conveyance, theft or attempted theft.

Terrorism and Northern Ireland exclusion

We will not cover **you** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

- 1 In England, Scotland, Wales, the Channel Islands and the Isle of Man
 - a any act of **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**.

- 2 In Northern Ireland

- a any act of **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**
- c riot, civil commotion and (except for damage or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect. In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

Unattended vehicles exclusion

We will not cover theft or attempted theft from any **vehicle** whilst unattended unless

- 1 all security locks, alarms and other security devices are in working order
- 2 all doors are locked, windows and other openings are closed and securely fastened and any alarm, immobiliser or other security device operative
- 3 contained in a securely locked building or securely locked, fully enclosed compound after 9 p.m. until 6 a.m. the next day
- 4 there is evidence of forcible and violent entry to the **vehicle**.

Valuables exclusion

We will not cover loss of or damage to

- 1 money, securities for money (which includes certificates of bond, stock certificates, bills of exchange, promissory notes) or stamps
- 2 watches, precious stones, jewellery or bullion.

War risks exclusion

We will not cover any loss, damage or expense caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Carrier notification condition

If loss or damage is caused by a carrier, **you** must notify the carrier in writing as soon as **you** are aware of the loss or damage, as well as notifying **us**. **You** may be asked to complete the carrier's claim form and any compensation **you** receive from a carrier, must be paid to **us** if **we** have paid the claim.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Money and personal assault section

Contents of this section

Meanings of defined terms	68
What is covered Part 1 – Money	70
What is not covered Part 1 – Money	70
What is covered Part 2 – Personal assault	71
What is not covered Parts 1 and 2	71
Section conditions	72

Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your** Money and personal assault section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5 of **your policy**.

Business hours

Your usual office hours and the working hours (including overtime) while **you** or **your** employees entrusted with **money**, are at **your premises** for the purposes of the **business**.

Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

Damage

Accidental loss, destruction or damage.

Data

Any data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Defined peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**. 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, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

Insured person(s)

You and any of **your** principals, partners, directors or employees.

Money

Negotiable money and **non-negotiable money** belonging to **you** or which **you** are responsible for.

Negotiable money

Bills of exchange, uncrossed promissory notes, cash, bank and currency notes, uncrossed cheques, giro cheques including pre-authenticated giro cheques, uncrossed postal orders, uncrossed money orders, uncrossed warrants, current postage stamps, unused units in franking machines, National Savings stamps, National Insurance stamps, trading stamps, gift tokens, gaming machine tokens, lottery tickets (excluding scratch cards held in stock for resale), customer redemption vouchers, authenticated travel tickets, phone cards (excluding phone cards held in stock for resale), holiday with pay stamps, luncheon vouchers, securities for money and travel warrants.

Non-negotiable money

Crossed warrants, credit company sales vouchers, debit card sales vouchers, crossed

cheques, crossed giro drafts, crossed postal orders, crossed money orders, crossed national giro bank, crossed promissory notes, crossed bankers drafts, premium bond certificates, VAT purchase receipts, credit card counterfoils, savings bonds, stamped National Insurance cards and National savings certificates.

Phishing

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

Terrorism

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

In Northern Ireland: An act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

In the Channel Islands and the Isle of Man: An act of any person(s) 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 any government de jure or de facto.

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems**, **data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

✓ What is covered

Part 1 – Money

We will cover **you** for

- 1 loss of **money** held in connection with the **business** anywhere within the **policy territories** for
 - a **non-negotiable money** up to £250,000 any one claim
 - b **negotiable money**
 - i from **your premises** during **business hours**
 - ii in a bank night safe
 - iii from **your premises** whilst in a locked safe when closed for business
 - iv in transit
 - v from **your premises** whilst not in a locked safe when closed for business.

Our liability for any one claim will not exceed the limits shown in **your** schedule.

- vi whilst at the residence of any of **your** principals or authorised employees up to £1,000 for any one claim
 - vii from gaming, amusement or vending machines up to £500 any one loss
- 2 **damage** to safes and strong rooms belonging to **you** or for which **you** are responsible resulting from theft or any attempted theft of **money** anywhere within the **policy territories**

Our liability will not exceed £5,000 any one claim and £15,000 in any one **period of insurance**
- 3 **damage** to clothing and personal effects belonging to the **insured person(s)** caused by robbery or attempted robbery occurring in the course of the **business** subject to a limit of £1,000 for any one **insured person**
- 4 **damage** to
 - a any stamp franking machine
 - b money belts, waistcoats, cash carrying cases and similar cash carrying devices designed for the safe carriage of **money**as a result of robbery or attempted robbery occurring in the course of the **business**

- 5 costs necessarily incurred in
 - a opening or attempting to open any safe or strong room
 - b the replacement of locks of any safe or strong roomfollowing the theft of or **damage** to the keys to the safe or strong room belonging to **you** for which **you** are responsible.

✗ What is not covered

Part 1 – Money

Please also refer to 'What is not covered' under **Parts 1** and **2**.

Clerical errors exclusion

We will not cover **you** for any loss due to clerical or accounting errors.

Excess exclusion

We will not cover **you** for the **excess** shown in **your** schedule.

Fraud and dishonesty exclusion

We will not cover **you** for any loss arising from the fraud or dishonesty of **your** partners, directors or employees unless the loss is discovered within 14 working days of the date of the loss.

More specific insurance exclusion

We will not cover **you** for any property more specifically insured by **you** or on **your** behalf.

Unattended vehicles exclusion

We will not cover **you** for any loss, destruction or damage from unattended motor vehicles.

Unexplained loss exclusion

We will not cover **you** for loss, destruction or damage caused by or consisting of

- 1 disappearance, unexplained or inventory shortage
- 2 misfiling or misplacing of information.

✓ **What is covered**

Part 2 – Personal assault

We will pay the **insured person(s)** or in the case of death their personal representatives compensation if any **insured person(s)** suffers bodily injury sustained in the course of the **business**, as a result of

- 1 robbery or attempted robbery or
- 2 hold-up or attempted hold-up.

Payments will be made in accordance with the following Table of compensations.

Table of compensations

	Benefit	Compensation
1	Death*	£25,000
2	Total loss or permanent and total loss of use of one or more limbs*	£10,000
3	Total and irrecoverable loss of all sight in one or both eyes*	£10,000
4	Permanent total disablement from engaging in or carrying out the insured person(s) usual occupation	£25,000
5	Temporary total disablement from engaging in or carrying out the insured person(s) usual profession or occupation	£100 per week for any one injury (while the insured person(s) is disabled) for a period not exceeding 104 weeks calculated from the date of the injury
6	Reimbursement of incurred medical expenses*	Up to £250
7	Reimbursement of incurred counselling costs*	Up to £1,000

*occurring within 2 years of the date of the event giving rise to the bodily injury

We will not pay

- 1 compensation to the **insured person(s)** under more than one of the benefits of the table of compensations for the same bodily injury
- 2 the weekly benefit under compensation **5** until the weekly amount payable has been agreed
- 3 under the compensation payable for benefit **5** more than the average weekly remuneration paid by **you** to the **insured person(s)** over the period of 13 weeks immediately prior to the event which caused the bodily injury to the **insured person(s)** who has suffered the bodily injury.

Any payments already made under benefit **5** will be deducted from payments made under benefits **1, 2, 3** or **4** if one of these is also payable.

Conditions applicable to Part 2 (please also refer to the Section conditions)

- 1 **You** must write to **us** as soon as possible when **you** need to make a claim but in any case within 3 months of the date of the event giving rise to the bodily injury.
- 2 At **your** expense, **you** must supply all certificates, information and evidence in a form that **we** may require. Where a claim for bodily injury is made, the **insured person(s)** will undergo any medical examinations that **we** may require at **our** expense.
- 3 In the case of death of an **insured person**, **we** will be entitled to have a post-mortem examination completed at **our** expense.

✗ **What is not covered**

Parts 1 and 2

Electronic risks exclusion

We will not cover **you** for any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- 1 damage to or the destruction of any **computer systems**; or
- 2 any alteration, modification, distortion, erasure or corruption of **data**

in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

We will cover subsequent **damage** which is covered by this section, which itself results from a **defined peril** covered by this section, except for loss destruction or damage caused by malicious persons other than thieves.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss directly or indirectly caused by or contributed to by or arising from

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

Terrorism and Northern Ireland exclusion

We will not cover **you** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

- 1 In England, Scotland, Wales, the Channel Islands and the Isle of Man
 - a any act of **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**.
- 2 In Northern Ireland
 - a any act of **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**

- c riot, civil commotion and (except for damage or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

War risks exclusion

We will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

You must also comply with

- 1 Minimum security condition on page 12.
- 2 Alarm condition on page 10 where **your** schedule shows intruder alarm protection is required.

Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid, the amount of the difference will be referred to an arbitrator who is jointly appointed in accordance with the statutory requirements. **You** will not be able to take legal action against **us** over this disagreement until the arbitrators have made their award.

Contribution condition applicable to Part

1 – Money

If the cover provided by this section is covered by any other policy, **we** will only cover **you** for loss or damage up to the limit shown in **your** schedule above the amount payable under such policy.

Key security condition

You must ensure that the keys of safes or strong rooms are not left at the **premises** out of **business hours** unless the **premises** are still occupied by **you** or any of **your** authorised employees. When the **premises** are still occupied by **you** or any of **your** authorised employees, keys at the **premises** must be deposited in a secure place not in the vicinity of safes or strong rooms.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Money in transit condition

Whenever **negotiable money** in transit exceeds

- 1 £2,500 it must be accompanied by at least two responsible adults
- 2 £5,000 it must be accompanied by at least three responsible adults.

No more than £2,500 must be carried by one responsible adult.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Reasonable precautions condition

You must take all reasonable precautions

- 1 to prevent accidents or injury or **damage** to **your** property or the property of others
- 2 for the safety of **money** covered by this section and on becoming aware of any event giving rise or likely to give rise to a claim under this section **you** must
 - a give immediate notice to the police and notify **us** as soon as possible. Take all reasonable steps for the discovery and punishment of the guilty person or persons and to trace and recover the **money**
 - b give immediate notice to the Inland Revenue of any loss of stamped National Insurance cards
 - c within 14 days of **you** being aware of the event that may give rise to a claim, provide **us** with a detailed statement of the loss in writing
 - d provide all explanations, vouchers, proof of ownership and other evidence to substantiate the claim. If deemed necessary by **us**, **we** may require further evidence to support the statements of **you** or **your** employees.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Record keeping condition

You will keep a daily record of the amount of **money** contained in safes or strong rooms. This record must be kept in a separate secure place and will need to be produced to support a claim under this section.

Specified all risks section – cover for specific items

Contents of this section

Meanings of defined terms	74
What is covered	75
What is not covered	76
Section conditions	77

Meanings of defined terms

These meanings apply within **your** Specified all risks section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5 of **your policy**.

Building(s)

The building(s), outbuilding(s), extensions and garages at the **premises** occupied by **you** or under **your** control, as shown in **your** schedule.

Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

Damage

Accidental loss, destruction or damage.

Data

Any data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Defined peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**. 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, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

Phishing

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

Territory covered

The area shown in **your** schedule.

Terrorism

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

In Northern Ireland: An act including, but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

In the Channel Islands and the Isle of Man: An act of any person(s) 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 any government de jure or de facto.

Vermin

Rats, mice, squirrels, owls, pigeons, foxes, bees and wasps or hornets.

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems, data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

✓ What is covered

We will cover **you** for **damage** to the described items specified in **your** schedule occurring during the **period of insurance** within the **territory covered** shown in **your** schedule which are

- 1 lost, stolen or destroyed and which cannot be recovered or found. **We** will cover **you** for an amount equal to the replacement value of the property at the date of the loss subject to a suitable deduction for wear and tear
- 2 damaged in any other way. **We** will cover **you** for an amount sufficient to repair the damaged property or at **our** option replace or reinstate such property or any part of it.

We will pay **you** up to the sum insured shown in **your** schedule for any one item adjusted in accordance with the Inflation protection cover.

Inflation protection cover

We will adjust the sums insured in line with suitable indices and the renewal premium for this section will be based on the adjusted sums insured.

✗ What is not covered

Aircraft or aerial devices exclusion

We will not cover **you** for loss, destruction or damage caused by or occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds but we will cover subsequent **damage** which itself results from a cause covered by this section.

Confiscation or detention exclusion

We will not cover **you** for any claim arising out of official confiscation or detention.

Date recognition exclusion

We will not cover **you** for damage directly or indirectly caused by, contributed to or arising from the failure of equipment (including hardware and software) to correctly recognise any given date, to process data or to operate properly due to failure to recognise any given date but we will cover subsequent **damage** which results from a **defined peril** or theft or attempted theft covered by this section.

Electrically driven machinery exclusion

We will not cover **you** for loss, destruction or damage to any electrically driven machine or apparatus directly caused by its own overrunning, short-circuiting, excessive pressure, self-heating or by the application of excessive electrical energy or mechanical derangement not arising from external impact.

Electronic risks exclusion

We will not cover **you** for any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- 1 damage to or the destruction of any **computer systems**; or
- 2 any alteration, modification, distortion, erasure or corruption of **data**

in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

We will cover subsequent **damage** which is covered by this section, which itself results from a **defined peril** covered by this section, except for loss, destruction or damage caused by malicious persons other than thieves.

Excess exclusion

We will not cover **you** for the **excess** shown in **your** schedule. Where there is **damage** to more than one item described in **your** schedule as a result of a loss, we will only apply one **excess** this being the highest amount shown against any of the items specified that have suffered **damage**.

External conditions exclusion

We will not cover **you** for loss, destruction or damage arising from or attributable to the action of light, atmosphere, moths, parasites or **vermin**.

Fraud and dishonesty exclusion

We will not cover **you** for acts of fraud or dishonesty by **your** employees or any partner, director or member of **your** family but we will cover subsequent **damage** which results from a **defined peril** covered by this section.

Pollution or contamination exclusion

We will not cover **you** for any loss caused by pollution or contamination unless the **damage** is caused by

- 1 pollution or contamination which itself results from a **defined peril** provided that peril is covered by this section
- 2 any **defined peril** provided that peril is covered by this section, which itself results from pollution or contamination.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss directly or indirectly caused by or contributed to by or arising from

- 1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

- 2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly.

Temporary removal exclusion

We will not cover **you** for loss, destruction or damage to any component part of any insured item, while such part is removed from its normal position in the item.

Terrorism and Northern Ireland exclusion

We will not cover **you** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

- 1 In England, Scotland, Wales, the Channel Islands and the Isle of Man
 - a any act of **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**.
- 2 In Northern Ireland
 - a any act of **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**
 - c riot, civil commotion and (except for damage or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

Theft exclusion

We will not cover **you** for theft or attempted theft not involving entry to, or exit from the **building(s)** or part of the **building(s)** occupied by **you** at the **premises** by forcible and violent means.

War risks exclusion

We will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

Wear and tear, deterioration exclusion

We will not cover **you** for loss, destruction or damage caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level or its own faulty or defective design or materials. **We** will cover subsequent **damage** which itself results from a **defined peril** covered by this section.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

You must also comply with

- 1 Minimum security condition on page 12.
- 2 Alarm condition on page 10 where **your** schedule shows intruder alarm protection is required.

Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid, the amount of the difference will be referred to an arbitrator who is jointly appointed in accordance with the statutory requirements. **You** will not be able to take legal action against **us** over this disagreement until the arbitrators have made their award.

Average condition

If at the date of **damage** the sum insured is less than the value of the item described in **your** schedule, the amount **we** will pay will be reduced proportionately.

Contribution and average condition

If, at the time of the claim, there is any other policy covering the same item described in **your** schedule and covered by this section, **we** will be responsible only for **our** proportionate share.

If any other policy is subject to any Average condition, this section, if not already subject to average, will be subject to average in the same way as the other insurance policy.

If any other policy has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion the sum insured bears to the value of the item described in **your** schedule.

Police notification condition

You must immediately notify the police of any loss or **damage** by theft or attempted theft of property covered by this section. **You** must take all reasonable steps for the discovery and punishment of the guilty person or persons and to trace and recover the property lost.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Reinstatement condition

If any property is to be reinstated or replaced by **us**, **you** will at **your** own expense provide **us** with plans, documents, books and any information as may be reasonably required. **We** will not be required to reinstate exactly, but only as circumstances permit and in a reasonable manner.

Our liability for any one item will not exceed the sum insured shown in **your** schedule.

Reinstatement of sum insured after loss condition

In the event of **damage** the sum insured by this section will be automatically reinstated from the date of the **damage** unless written notice is given to the contrary either by **us** or by **you**.

Provided that in the event of reinstatement **you** will

- 1 pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement
- 2 complete any additional risk improvements which **we** may reasonably require.

Subrogation waiver condition

In the event of a claim under this section **we** agree to waive any rights, remedies or relief to which **we** might have become entitled by subrogation against

- 1 any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**
- 2 any company which is a subsidiary of a parent company of which **you** are a subsidiary in each case as defined by current law at the time of the **damage**.

Unattended vehicles condition

We will not cover theft or attempted theft from any vehicle whilst unattended unless

- 1** the doors of the vehicle are locked and all its windows and other openings are fully closed and properly fastened
- 2** the vehicle is in a locked garage or a walled or fenced compound that is either securely locked or has a watchman in constant attendance between the hours of 9 p.m. and 6 a.m.

It will be up to **you** to prove that any theft or attempted theft occurred before 9 p.m. or after 6 a.m.

- 3** any computer(s) and computer equipment is concealed from view in a glove box or locked boot or covered hatchback area.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Theft by employees section

Contents of this section

Meanings of defined terms	80
What is covered	81
What is not covered	82
Section conditions	82

Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your** Theft by employees section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5.

Dishonesty

Any act of fraud or dishonesty to obtain improper financial benefit (other than commission and other emoluments including salary increase and promotions).

Employee(s)

- 1 Person excluding directors who is working for **you** in connection with the **business** under a contract of service or apprenticeship with **you** and remunerated wholly or mainly by salary or wages.
- 2 Person while working under **your** control in connection with the **business** who is
 - a under a work experience or training scheme
 - b working exclusively for **you** and for no other party under a contract for services as a consultant having previously been employed by **you**.
- 3 Director of **yours** if that person
 - a is also employed by **you** under a contract of serviceand
 - b controls no more than 5% of the issued share capital of **your** company or of any subsidiary of **your** company.

Loss

Direct loss of money or property belonging to **you** or for which **you** are legally responsible.

Previous insurance

Insurance policy or bond held in force by **you** immediately prior to this insurance covering the same loss.

✓ What is covered

We will cover **you** for

- 1 **loss** as a direct result of any act of **dishonesty** committed by an **employee(s)** during the **period of insurance** in connection with the **business**

provided that

- a any **loss** is discovered no later than 24 months after the termination of
 - i the employment of the **employee(s)** identified in such **loss**
 - ii the insurance in respect of the **employee(s)** identified in such **loss**

whichever occurs first and if more than one **employee** is involved in a **loss** the discovery period begins with the initial termination

- b the act of **dishonesty** is committed within the **policy territories**
- 2 the cost of any special professional audit to substantiate the amount of **loss** provided that those costs are incurred with **our** prior written consent.

Previous insurance cover

We will cover **you** for any **loss** not recoverable solely because the period allowed for discovery has expired under the **previous insurance**, as long as the **loss** is discovered during the **period of insurance**

Provided that

- 1 the **previous insurance** had been continuously in force from the time of the **loss** until the start of this section
- 2 the **loss** would have been covered by this section had it been in force at the time of the **loss**
- 3 **our** liability shall not exceed whichever is the lesser of

- a the amount recoverable under the **previous insurance** in force at the time of the **loss** or
- b the limit of indemnity under this section.

Our total liability for any one claim continuing through both the term of the **previous insurance** and the continuation of this insurance will not exceed the limit of indemnity applicable under this section.

Reinstatement of electronic data cover

We will cover **you** for the reasonable cost of rewriting or amending the software programs or systems where rewriting or amending is necessary to correct the programs or amend the security codes following the fraudulent use of the computer hardware, software programs or systems and which was the subject of a claim under this section.

Limit of indemnity

- 1 **Our** liability including auditors fees shall not exceed the limit of indemnity shown in **your** schedule
 - a for any one **employee**
 - b for all claims under this section during any one **period of insurance**.
- 2 **We** agree, upon notification of a claim, to reinstate the limit of indemnity by any sum or sums paid or payable under this section provided that
 - a the reinstated sum only applies to **employee(s)** who are not the subject of such claim
 - b the reinstated sum only applies to acts of **dishonesty** committed after the date of the claim notification
 - c **you** agree to pay an appropriate additional premium calculated on the reinstated amount.
- 3 If this **policy** replaces any **previous insurance**, the losses forming part of any claim will be apportioned to the appropriate insurer so that the earliest **loss** sustained is paid first. Losses will then be settled in date order until the limit applicable to the claim is reached.

✗ What is not covered

Excess

The **excess** will apply to each and every **loss**, whether involving one or more **employee(s)**.

Loss of profits exclusion

We will not cover loss of interest, loss of profits or any indirect loss resulting from any acts of **dishonesty**.

Malicious damage exclusion

We will not cover any **loss** arising from malicious damage including computer viruses, worms, trojan horses and the like.

Prior dishonesty exclusion

We will not cover any **loss** arising from any act or acts of **dishonesty** committed by an **employee(s)** who **you** have continued to employ after discovering a prior act of **dishonesty** committed by the same **employee(s)**.

Unidentified loss exclusion

We will not cover **loss** arising from any act of **dishonesty** committed by any **employee(s)** who **you** are unable to identify by name.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Discovery condition

- 1 Whether or not **you** intend to make a claim, **you** must give **us** notice in writing within 14 days of

- a discovering any act of **dishonesty** committed by any **employee(s)**
- b reasonable cause for suspicion of **dishonesty** committed by any **employee(s)** that **you** become aware of, or any representative that is entrusted with audit or supervisory responsibility becomes aware of

- 2 On discovering any act of **dishonesty** or circumstances which could give rise to a claim under this section, **you** must take all steps to prevent **loss** or further **loss** as quickly as possible.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Minimum standards of control condition

Unless **we** agree in writing to any alteration, the following minimum standard of control for the check and supervision of **employee(s)** must be maintained in force and adhered to by **you**.

1 Audit control

Your accounts must be independently audited every 12 months by external auditors and any recommendations on internal controls implemented.

2 Banking control

- a **You** must operate a system of dual control and independent validation for all payments from bank accounts, including the drawing and signing of cheques and the use of electronic funds transfers.
- b **You** must operate a system of dual control over the opening of new bank accounts or amending approved signatory details.
- c Bank statements must be reconciled at least monthly independently of **employee(s)** permitted to receive or make payments, draw or sign cheques, or transfer funds electronically.

3 Cash control

Cash in hand and petty cash must be checked independently of **employee(s)** responsible for receiving or holding the cash, at least monthly.

4 Computer systems control

- a All computer systems users must have a unique password in order to access, update or amend **your** computer systems and programmes.
- b All amendments to computer system programmes and authorisation levels must be approved independently of the persons making the amendment.
- c All passwords must be withdrawn when **employee(s)** leave.

5 Contracts control

- a **You** must ensure that no single **employee** can control the process of appointing suppliers and/or awarding contracts from commencement to completion, without referral to others.
- b Responsibility for the ordering of stock and materials, the recording of receipt of and the authorising of payment for them, must be performed by different **employee(s)** acting independently.

6 References control

You must have a process in place designed to confirm that all **employee(s)** who will have responsibility for money, goods, accounts or computer programming have satisfactory references and are suitable for the position to be held including

- a references from the previous employer for new **employee(s)**
- b character references where **employee(s)** have not been in continuous full time employment for the previous 2 years.

7 Salaries and wages control

Wages/salaries must be independently checked against personnel records for fictitious names or any unusual or excessive payments.

8 Statements of account control

- a Statements of account for all sums due must be issued at least monthly and direct to customers independently of **employee(s)** receiving payments.

- b Management actions must be taken at least monthly to examine sales receipts and outstanding customer accounts and any variances against budget or expected income investigated.

9 Stock controls

Stock is to be independently and physically checked at least once every 12 months by **employee(s)** not responsible for daily stock handling or ordering and accounted for against stock records.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Recoveries condition

- 1 All monies which, but for the **dishonesty** of the **employee(s)**, would become payable to them by **you** and any monies recovered from the **employee(s)** by **you** will be deducted from the **loss**.
- 2 Any recoveries obtained by **you** will be applied in the following order
 - a in reduction of the **loss** suffered by **you** which would have been covered by this section, but for the application of the limit of indemnity
 - b in reduction of the **loss** suffered by **us**
 - c in reduction of the **loss** suffered by **you** for the amount excluded.

Reimbursement condition

You must give all information and assistance to enable **us** to take legal action to obtain reimbursement of any monies which **we** have paid or have become liable to pay under this section.

Personal accident section

Contents of this section

Meanings of defined terms	84
What is covered	85
What is not covered	86
Section conditions	86

Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your** Personal accident section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5 of **your policy**.

Accident

A sudden, unexpected, unforeseen, specific event which occurs at an identifiable time and place during the **operative time**.

Death

Death occurring within 2 years of the **accident**.

Hazardous pursuits

Racing on wheels or on horseback, rugby, football, mountaineering, rock climbing, potholing, winter sports other than curling or skating, underwater activities involving the use of breathing apparatus.

Inception

The date that an **insured person** is first included in the insurance by this section.

Injury

Identifiable physical injury caused by an **accident** which solely and independently of any other cause, results in the **death** or disablement of the **insured person** within 24 months of the **accident**.

Insured person

Any person(s) described in **your** schedule aged less than 65 years at **inception**.

Loss of limb

Permanent loss by physical separation of an entire hand or foot or permanent total and irrecoverable loss of a use of a hand, arm, leg or foot.

Loss of sight, hearing or speech

Total and irrecoverable loss of

- 1 sight in one or both eyes
- 2 hearing
- 3 speech.

Medical expenses

The cost of medical, surgical or other remedial attention or treatment given or prescribed by a qualified medical practitioner and all hospital, nursing home and ambulance charges connected with a claim covered by this section.

Operative time

The time when the **insured person** is covered.

Permanent total disablement

Disablement which

- 1 entirely prevents the **insured person** from engaging in or attending to any business or occupation, to which they are reasonably suited by training, education or experience
- 2 lasts for more than 12 months from the date of the **accident**
- 3 is beyond hope of improvement.

Temporary partial disablement

Disablement which prevents the **insured person** from engaging in or attending to a substantial part of their usual business or occupation.

Temporary total disablement

Disablement which entirely prevents the **insured person** from engaging in or attending to their usual business or occupation.

✓ What is covered

We will pay **you**, or in the event of **your death**, **your** personal representatives if, during the **period of insurance** an **insured person** sustains **injury** in accordance with the benefits shown in **your** schedule.

Disappearance cover

If during the **period of insurance** an **insured person** goes missing and sufficient evidence is produced to confirm that the **insured person** sustained an **injury** likely to have caused **death**, it will be presumed after 12 months that **death** has occurred. However if the **insured person** is subsequently found alive, any amount already paid will be refunded to **us**.

Hijack, kidnap unlawful detention cover

If at the **operative time** during the **period of insurance** an **insured person** is subject to a hijack, kidnap or unlawful detention **we** will pay £500 for each day, or any part of it, that the **insured person** is detained up to a maximum period of 30 days for any one claim.

Medical expenses cover

We will pay **medical expenses** up to 50% of the amount paid under items 1, 2, 3, 3a and 4 of the Benefits shown in **your** schedule or 25% of the total amounts paid under items 5 and 6, but the maximum benefit will not exceed £10,000.

Maximum benefits limit

Benefit payable under this section arising from any one **accident** will not exceed the maximum benefit limit shown in **your** schedule.

If this amount is less than the total of the amounts shown in **your** schedule as payable in respect of all **insured persons** involved in the same **accident**, the sum payable for each **insured person** will be reduced proportionally.

✘ What is not covered

Armed forces exclusion

We will not cover claims in any way caused or contributed to by the **insured person** engaging in or taking part in armed forces service or operations.

Chemical weapon exclusion

We will not cover claims in any way caused or contributed to by the actual or threatened malicious use of pathogenic or poisonous, biological or chemical materials.

Deliberate act exclusion

We will not cover claims in any way caused or contributed to by the **insured person's** deliberate exposure to danger (except in an attempt to save a human life).

Drugs exclusion

We will not cover claims in any way caused or contributed to by the **insured person** being under the influence of alcohol or drugs not prescribed by a qualified medical practitioner.

Flying exclusion

We will not cover claims in any way caused or contributed to by the **insured person** engaging in flying of any kind other than as a passenger.

Hazardous pursuits exclusion

We will not cover claims in any way caused or contributed to by the **insured person** engaging in or taking part in **hazardous pursuits**.

Motorcycling exclusion

We will not cover claims in any way caused or contributed to by the **insured person** mounting onto, riding on or dismounting from any type of motor cycle.

Pre-existing condition exclusion

We will not cover claims in any way caused or contributed to by any existing defect or chronic or recurring disease or disorder, or other condition which the **insured person** has

- 1 sought advice diagnosis, treatment or counselling
- 2 become aware, or should reasonably have been aware of
- 3 been treated for

in the 12 months immediately prior to **inception**.

Professional sports exclusion

We will not cover claims in any way caused or contributed to by the **insured person** engaging in or taking part in any sport undertaken on a professional or semi-professional basis.

Suicide and insanity exclusion

We will not cover claims in any way caused or contributed to by the **insured person's** suicide, attempted suicide or intentional self-injury, or the **insured person** being in a state of insanity.

War risk exclusion

We will not cover claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, but this exclusion will not apply in the event of an **insured person** sustaining **injury** whilst on a journey outside their normal country of residence which started before the outbreak of war.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Personal accident section *continued*

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Change in circumstances condition

You must tell **us** as soon as **you** become aware of

- 1 any **injury**, disability or other condition where the **insured person** has become affected
- 2 any change to information previously given in connection with the occupation of an **insured person**.

We do not have to accept any request to change **your** cover.

If **we** accept any change to the cover, an increase in the premium or different terms and conditions of cover may be required by **us**.

Claims evidence condition

- 1 The **insured person** must as early as possible seek the attention of a qualified medical practitioner in the event of **injury** which causes or may cause a claim and all certificates, information and evidence required by **us** in connection with that **injury** is to be provided at **your** or the **insured person's** expense.
- 2 All medical records, notes and correspondence in connection with a claim or a related pre-existing condition must be made available on request to any medical adviser appointed by **us** and that medical adviser is to be allowed to make an examination of the **insured person** as often as necessary.
- 3 In the case of **death** of the **insured person** **we** will be entitled to have a post-mortem examination at **our** expense.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Equipment (including computer) breakdown section

Contents of this section

Meanings of defined terms	88
What is covered	91
Basis of claims settlement	91
Limit of cover	91
Extensions of cover	91
Optional extension of cover	93
What is not covered	93
Section conditions	95

Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your** Equipment (including computer) breakdown section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5 of **your policy**.

Accident(s)

- 1 **Electrical or mechanical breakdown** including rupture or bursting caused by centrifugal force.
- 2 Artificially generated electrical current including electric arcing that disturbs electrical devices appliances or wires.
- 3 **Explosion or collapse of covered equipment** operating under steam or other fluid pressure.
- 4 **Damage to covered equipment** operating under steam or other fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment.
- 5 **Damage** to hot water boilers other water heating equipment, oil or water storage tanks caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment.
- 6 **Damage** caused by operator error that results in overloading of **covered equipment**.

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

Biomass and biogas installations

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.

Breakdown

- 1 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.
- 2 Fracturing of any part of the **covered equipment** by frost when such fracture renders the **covered equipment** inoperative.
- 3 The actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary.

Collapse

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

Computer equipment

- 1 Electronic, computer or other data processing and/or storage equipment.
- 2 Projectors, printers, scanners and other peripheral devices used in conjunction with 1.
- 3 Software and programs licensed to **you** and installed on 1.
- 4 **Portable computer equipment.**

Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

Covered equipment

- 1 **Computer equipment.**
- 2 Equipment at the **premises** owned by **you** or for which **you** are responsible:
 - a which is built to operate under vacuum or pressure (other than the weight of its contents) or

- b that generates, transmits, stores or converts energy.

Damage/damaged

Direct physical loss or damage.

Data

Any data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**. 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, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

Derangement

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

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.

Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

Hazardous substance

Any substance other than ammonia that has been declared to be hazardous to health by a governmental agency.

Hydroelectric installations

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. Plus any substation and distribution transformer, switchgear, meter, cabling, telecommunication and monitoring device, building and converter housing (including fixtures and fittings) and security equipment.

Manufacturing, production or process equipment

Any machine or apparatus (other than boilers, lifts, fork lift trucks, dock levelers 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**.

Phishing

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

Portable computer equipment

- 1 Laptops, palmtops and notebooks.
- 2 Personal digital assistants (PDAs).
- 3 Projectors, printers, scanners and other peripheral devices which are designed to be carried and used in conjunction with other **portable computer equipment**.

- 4 Removable satellite navigation systems.

- 5 Digital cameras.

Telecommunication networks

Telecommunication networks include, but are not limited to, the internet, internet service providers, Domain Name System service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.

Terrorism

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

In Northern Ireland: An act including but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

In the Channel Islands and the Isle of Man: An act of any person(s) 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 any government de jure or de facto.

Verified

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

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate

or monitor computer programs, **computer systems, data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

✓ What is covered

Provided that the Property damage section of this **policy** is operative **we** will cover **you** for **damage** caused by or resulting from an **accident** to **covered equipment** owned by **you** or for which **you** are responsible.

Basis of claims settlement

As described under the Property damage section and Business interruption sections of this **policy**.

Limit of cover

The most **we** will pay under this section is £5,000,000 any one **accident**.

Extensions of cover

Additional access costs cover

Provided that the Business interruption section – Gross profit/gross revenue/rent receivable of this **policy** is operative **we** will pay for any necessary additional costs incurred in order to gain access to repair or replace the **covered equipment** following an **accident**.

The most **we** will pay under this extension is £20,000 any one **accident**.

Business interruption cover

Provided that the Business interruption section – Gross profit/gross revenue/rent receivable of this **policy** is operative **we** will cover **you** for loss of business income caused by or resulting from an **accident** to **covered equipment**.

The most **we** will pay for this cover is £100,000 during any one **period of insurance**.

Under this extension **we** will not pay for any loss resulting from damage to own surrounding property cover.

Computer equipment, reinstatement of data and increased costs of working cover

Provided that the Property damage section of this **policy** is operative **we** will cover **you** for **damage** caused by or resulting from an **accident** to **computer equipment**.

The most **we** will pay for this cover is £500,000 for any one **accident** to **computer equipment** whilst at the **premises**, but this will not exceed £5,000 for any one **accident** to **portable computer equipment** within the **policy territories**.

In addition **we** will pay for the costs incurred in reinstating **data** lost or **damaged** as a result of an **accident** to or **derangement** of **computer equipment**.

The most **we** will pay for this cover is £50,000 any one **accident**.

Provided that

- 1 liability is limited solely to the cost of reinstating **data** onto **media**
- 2 **we** will not be liable for loss of or **damage** to software.

In addition, provided that the Business interruption section – Gross profit/gross revenue/rent receivable of this **policy** is operative **we** will pay the reasonable costs necessarily incurred in minimising or preventing the resulting interruption or interference to **your** computer operations.

The most **we** will pay for this cover is £50,000 any one **accident**.

Damage to own surrounding property cover

We will pay for **damage** to property at **your premises**, or **damage** to property which is 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.

The most **we** will pay under this extension is £1,000,000 any one **accident**.

Debris removal cover

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

The most **we** will pay under this extension is £25,000 any one **accident** or 20% of the indemnifiable **damage** whichever is the lower.

Expediting expenses cover

With respect to **damaged covered equipment** **we** will pay for the reasonable extra cost to make temporary repairs and expedite permanent repairs or permanent replacement.

The most **we** will pay under this extension is £20,000 any one **accident**.

Hazardous substances cover

We will cover **you** for the additional cost to repair or replace **covered equipment** because of contamination by a **hazardous substance** including any additional expenses incurred to clean up or dispose of such property.

The most **we** will pay for this cover is £10,000 any one **accident**.

Hire of substitute item cover

If **covered equipment** is **damaged** as a result of an **accident** **we** will pay for the cost of hire charges actually incurred by **you** during the **period of insurance** for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged.

The most **we** will pay under this extension is £10,000 any one **accident**.

Public authorities/Law or Ordinance cover

If an **accident** to **covered equipment** damages a building that is covered under this **policy** and the loss is increased by enforcement of any public authority, ordinance or law in force at the time of the **accident** that regulates the construction or repair of buildings or establishes zoning or land use requirements **we** will pay for the following additional costs to comply with such ordinance or law:

- 1 **your** actual expenditure for the cost to demolish and clear the site of undamaged parts
- 2 **your** actual expenditure for increased costs to repair, rebuild or construct the building. If the building is repaired or rebuilt it must be intended for similar use or occupancy as the current building unless otherwise required by zoning or land use ordinance or law.

We will not be liable for:

- 1 any fine
- 2 any liability to a third party
- 3 any increase in loss due to a **hazardous substance** (other than as specifically insured under the Hazardous substances cover)
- 4 increased construction costs until the building is actually repaired or replaced.

This extension is within and does not increase the Limit of cover for this section.

Repair costs investigation cover

With **our** prior written agreement **we** will pay costs relating to repair investigations and tests by consulting engineers for **damage** to **covered equipment** following an **accident** for an amount not exceeding £25,000 any one **accident**.

We will not cover **you** under this extension for fees incurred in preparing a claim under this **policy**.

Storage tanks and loss of contents cover

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**.

In addition this extension covers loss of the contents of oil storage tanks caused by:

- 1 escape of contents, leakage, discharge or overflow from the oil storage tanks caused by or resulting from an **accident**
- 2 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.

The most **we** will pay under this extension is £10,000 any one **accident**.

Optional extension of cover

Your schedule will show if this extension is covered.

Equipment breakdown full cover extension (production and process equipment)

The definition of **accident** is extended to include the following:

- 7 loss or damage caused by materials being processed.

We will cover **you** for **damage** caused by or resulting from an **accident** to any **manufacturing, production or process equipment** including linked **computer equipment**.

Paragraph 10 (**manufacturing, production or process equipment**) of the Covered equipment exclusion is deleted.

The following exclusions apply to this Extension of cover

Molten metal breakout exclusion

The definition of **accident** excludes **damage** to surrounding **covered equipment** caused by breakout of molten metal from furnaces. This exclusion also applies to other parts of the furnace damaged as a result of the breakout of molten metal.

Tunnel kiln derailment exclusion

The definition of **accident** excludes **damage** to **covered equipment** due to derailment (howsoever caused) of cars/trucks or bogeys inside any tunnel kiln.

✗ What is not covered

Covered equipment exclusion

We will not cover **you** for **damage** to

- 1 any supporting structure, foundation, masonry, brickwork or cabinet, including the pipe work buried in the ground or in concrete masonry or brickwork.
- 2 any insulating or refractory material.
- 3 any sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system.

- 4 any water piping other than boiler feed-water piping, boiler condensate return piping, hot water heating and supply piping or water piping forming a part of a refrigerating or air conditioning system.
- 5 any vehicle, aircraft, floating vessels or any equipment mounted on them (other than vehicle recovery cranes or equipment, which are included but not the actual vehicle).
- 6 self-propelled plant and equipment (other than fork lift trucks used by **you** at **your premises**), dragline excavation or construction equipment.
- 7 equipment manufactured by **you** for sale.
- 8 tools, dies, cutting edges, crushing surfaces, trailing cables, flexible hoses, non-metallic linings, electric elements or filaments, cathode ray tubes or x-ray tubes, driving belts or bands, or any part requiring periodic renewal.
- 9 any electronic equipment (other than **computer equipment**) used for research, diagnostic treatment, experimental or other medical or scientific purposes with a new replacement value in excess of £30,000.
- 10 any **manufacturing, production or process equipment** including linked **computer equipment**.
- 11 any bespoke software or individually tailored packages unless **you** have in force a support agreement with the supplier or a third party maintainer approved by the supplier.
- 12 any electricity generating equipment other than emergency back-up power equipment, or wind turbines (less than 10kw), or photovoltaic equipment less than 50kw.
- 13 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 **your** property or for which **you** are responsible).
- 14 equipment owned by **your** tenant(s).
- 15 fuel installations.
- 16 any safety or protective device caused by its operation.

17 any **biomass** or **biogas installation**.

18 any **hydroelectric installation**.

Electronic risks exclusion

We will not cover **you** for any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- 1 damage to or the destruction of any **computer systems** or
- 2 any alteration modification distortion erasure or corruption of **data**

in each case whether **your property** or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

We will cover subsequent **damage** not otherwise excluded which itself results from physical damage covered by this section except for damage caused by malicious persons other than thieves.

Excess exclusion

We will not cover **you** for the **excess** shown in **your** schedule for each and every loss.

External network failure exclusion

We will not cover **you** for any losses caused by or resulting from the failure or interruption of any electrical power supply network or **telecommunication networks** not owned and operated by **you**. This exclusion shall not apply to losses caused by or resulting from physical damage, if otherwise insured by this section, to the electrical power supply network, **telecommunication networks** or other property.

Guarantee or maintenance agreement exclusion

We will not cover **you** for **damage** recoverable under the maintenance agreement or any warranty or guarantee or which would be recoverable but for breach of **your** obligations under the agreement.

Gradually operating causes exclusion

We will not cover **you** for **damage** caused by depletion, deterioration, corrosion, erosion, wear and tear or other gradually developing conditions (but any such **damage** resulting from an **accident** will be covered).

Resetting exclusion

We will not cover **you** 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 any such **damage** resulting from an **accident** will be covered).

Solidification exclusion

We will not cover **you** for **damage** due to the solidification or biological activity or spontaneous chemical reaction in the contents of tanks or materials being processed.

Terrorism and Northern Ireland exclusion

We will not cover **you** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

- 1 In England, Scotland, Wales, the Channel Islands and the Isle of Man
 - a any act of **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**.
- 2 In Northern Ireland
 - a any act of **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**
 - c riot, civil commotion and (except for damage or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect. In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

Testing exclusion

We will not cover **you** 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.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Back-up records condition

You will maintain a minimum of 2 generations of **verified** back-up computer records taken at intervals no less frequently than 48 hours and take all reasonable precautions to store and maintain records in accordance with the maker's recommendations.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Precautions condition

You will exercise due diligence in:

- 1 complying with any statute or order
- 2 ensuring that insured items are properly maintained and used in accordance with manufacturer's recommendations and in taking reasonable precautions to prevent loss or damage.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Terrorism section

Contents of this section

Meanings of defined terms	96
What is covered	97
What is not covered	97
Section conditions	99

Your schedule will show if this section is covered

Meanings of defined terms

These meanings apply within **your** Terrorism section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5 of **your policy**.

Business interruption

Loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** as a result of **damage** to property used by **you**, at the **premises**, for the purpose of the **business**.

Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

Damage

Accidental loss or destruction or damage.

Data

Any data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**. 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, the generation of excess

Terrorism section *continued*

or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

Hacking

Unauthorised access to any **computer systems** whether **your** property or not.

Phishing

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

Terrorism

For risks located in England, Wales and Scotland:

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.

For risks located in the Channel Islands and Isle of Man:

An act of any person(s) 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 any government de jure or de facto.

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems**, **data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

✓ What is covered

We will extend the cover provided under the following sections, where **your** schedule shows these as covered, to include **damage** to the property insured or **business interruption** covered caused by **terrorism**.

- 1 Property damage
- 2 Business interruption
- 3 Specified all risks
- 4 Money (provided the Property damage section is operative)
- 5 Goods in transit (provided the Property damage section is operative)
- 6 Equipment (including computer) breakdown section

All losses arising within 72 hours caused by **terrorism** during the **period of insurance** will be treated as one loss and **you** can decide when the 72 hour period starts as covered by this section, provided that all **damage** occurs within the **period of insurance** and that no two periods overlap.

✗ What is not covered

Excluded property exclusion

We will not cover **you** for any losses directly or indirectly caused by or resulting from loss, destruction or damage to any

- 1 property located outside England, Wales and Scotland, the Channel Islands and the Isle of Man and property in the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987
- 2 nuclear installation or nuclear reactor
- 3 property which is specifically excluded elsewhere in this **policy**.

Motor exclusion

We will not cover **you** for

- 1 any property covered by a motor policy other than a motor trade policy
- 2 property covered under a road risks section of a motor trade policy.

Other insurances exclusion

We will not cover **you** for any property which is insured by or would but for the existence of this **policy**, be insured by any form of transit, aviation or marine policy.

Applicable to risks in England, Wales and Scotland only

Electronic risks exclusion

We will not cover any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- 1 damage to or the destruction of any **computer systems**
- 2 any alteration, modification, distortion, erasure or corruption of **data**

in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

But this exclusion will not apply where the loss

- A)** results directly from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea going or water going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such a vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any **computer systems**;

and

- B)** comprises
- (a) the cost of reinstatement, replacement or repair in respect of **damage** to or destruction of property insured by **you** and/or
 - (b) **business interruption** suffered directly by **you** as a direct result of either **damage** or destruction to property insured by **you** at a location covered by this **policy** or as a direct result of denial, prevention or hindrance of access to a location where property insured by **you** is covered by this **policy** as a result of **damage** caused by **terrorism** to property which is within one mile of the location.

However, under **A)** and **B)** above **we** will not cover **you** for any losses caused by **terrorism**

where the organisation involved or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

Subject only to the proviso set out in **C)** below, the following property is specifically excluded from the cover provided under **A)** and **B)** above

- (i) money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any financial instrument of any sort whatever
and
- (ii) **data**

- C)** However, in circumstances where loss otherwise falling within this section results indirectly from any alteration, modification, distortion, erasure or corruption of **data** because the occurrence of a peril or perils detailed under **A)** above results from any alteration, modification, distortion, erasure or corruption of **data** then notwithstanding **(ii)** above, such loss shall nonetheless be covered.

War risks exclusion

We will not cover any claims caused by or happening through riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Applicable to risks in the Channel Islands and Isle of Man only

Electronic risks exclusion

We will not cover **you** for any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- 1 damage to or the destruction of any **computer systems**; or
- 2 any alteration, modification, distortion, erasure or corruption of **data**

in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

Pollution and contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss directly or indirectly caused by or contributed to by, or in connection with, or arising from biological or chemical pollution or contamination.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss directly or indirectly caused by or contributed to by or arising from

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

War risks exclusion

We will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition seizure or destruction or damage to property by or under the order of any government or public or local authority.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Limitation of liability condition

Our liability for all losses from any one event and in total in any one **period of insurance** will not exceed

- 1 the total sums insured under each section
- 2 the sum insured for any one item
- 3 any specific limit of **our** liability shown in the **policy** sections
- 4 the sum insured (or limit remaining) after the deduction for any other **damage** occurring during the same **period of insurance**

whichever is the less as shown in **your** schedule.

Proof of cover condition

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, costs or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

Commercial legal expenses section

Contents of this section

Important information	100
Meanings of defined terms	101
What is covered	103
What is not covered – A	105
What is not covered – B	106
Section conditions	107
Special conditions	108

Your schedule will show if this section is covered.

Important information

Legal advice

You can obtain telephone based legal advice on UK law by calling the AXA legal advice line on 0330 024 5346 quoting AXA Commercial.

Advice can be sought on a wide range of areas of law, including employment, health and safety and tax. The advice is provided by barristers, solicitors and tax consultants and is confidential and impartial. In the interests of monitoring the quality of legal advice given, conversations may be recorded.

The AXA legal advice line is not empowered to give advice on the admissibility of any **claim** under the **policy**. If **you** wish to make a **claim you** must contact the **administrator's** claims department.

Legal expenses claims notifications

If **you** need to notify a possible **claim you** should complete the online claim form at <https://informationcentre.arclegal.co.uk>. Alternatively please call the claim line on 0330 024 8991.

Employment disputes

Your attention is drawn to the fact that **you** must have sought and followed all advice from the AXA legal advice line as to the procedure to be adopted in connection with Employment disputes and **you** have received specific authorisation prior to taking action. Please refer to the Employment disputes cover under the heading 'What is covered'.

Acts of Parliament

All Acts of Parliament referred to in this section will include any subsequent amendments, re-enactments or regulations and equivalent legislation enforceable within the **policy territories**.

Meanings of defined terms

These meanings apply within **your** Commercial legal expenses section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5.

Administrator

Arc Legal Assistance Ltd administers and manages the legal expenses section of this **policy on our** behalf. Their registered business address is Arc Legal Assistance Ltd, The Gatehouse, Lodge Park, Lodge Lane, Colchester, Essex CO4 5NE.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority under registration number 305958. This can be checked on the FCA's website at www.fca.org.uk or by contacting them on 0800 111 6768.

Any one claim

All **claims** as a result of the same original cause, event or circumstance. For a **claim** under Tax and VAT investigation cover, an **HMRC investigation** into a later year's self-assessment return, where a previous year's self-assessment return is still subject to an open enquiry, will be deemed as any one claim.

Appointed representative

A consultant, solicitor, barrister or other appropriately qualified person appointed to act for the **insured person(s)** in accordance with the terms of this section.

Awards of compensation

Basic and compensatory awards and compensation for unlawful discrimination made against **you** by an employment tribunal or settlement of them, subject to the consent of the **administrator** but not including additional awards under the Employment Rights Act 1996, Protective awards under Trade Union and Labour Relations (Consolidation) Act 1992,

Interim relief under the Employment Rights Act 1996, arrears of pay or awards of damages under the Equal Pay Act, or arising out of failure to comply with awards for reinstatement or re-engagement.

Claim(s)

A claim under this section for **legal expenses, professional expenses, awards of compensation or jury service allowance**.

Contracting party

A person, firm or company within the **policy territories** with whom **you** have a direct contractual relationship.

Data Protection Legislation

The relevant Data Protection Legislation in force in the United Kingdom at the time of the **claim**.

Debt collection service

The debt collection service nominated by the **administrator**.

Due date

The date monies owed to **you** first become due and payable.

Employee(s)

Any person under a contract of service with **you**.

Injury

Physical bodily injury or death.

Insured person(s)

You and at **your** request, any of **your employees** including a director or partner, conditional on the same **appointed representative** acting for all. Where **you** are charged under the Corporate Manslaughter and Corporate Homicide Act 2007 **you** may not request any of **your employees** including director or partner to be included as an insured person(s).

Inland Revenue investigations

1 Business self-assessment full enquiry

The investigation which takes place when an officer of HM Revenue & Customs (HMRC) makes a request to examine all of **your** business books and records and issues a formal notice under S9A or S12AC of the Taxes Management Act 1970 or under paragraph 24(1) Schedule 18 Finance Act 1998.

2 Employer compliance dispute

The enquiries which take place following an expression of dissatisfaction with **your** PAYE and/or National Insurance Contributions affairs, following an employer compliance visit by HMRC or following an expression of dissatisfaction with **your** P11Ds or P9Ds.

3 Business self-assessment aspect enquiry

The enquiry which takes place when an officer of HMRC issues a formal notice under paragraph 24(1) Schedule 18 Finance Act 1998 or S9A or S12AC of the Taxes Management Act 1970 in order to make an aspect enquiry into certain boxes on **your** self-assessment return.

HMRC investigation

Inland Revenue investigations and VAT disputes.

Jury service allowance

The amount of money **you** are liable to pay an **employee** for each day they attend on jury service, less any recovery from the court.

Legal expenses

1 Fees

- a any professional fees, expenses and other disbursements reasonably incurred by the **appointed representative** with the consent of the **administrator**
- b any costs incurred by other parties where the **insured persons** have been held liable in court or tribunal proceedings to pay these costs or become liable to pay these costs under a settlement made with another party with the consent of the **administrator**, but excluding any

costs which the **insured person(s)** may be ordered to pay by a court of criminal jurisdiction.

2 Witness attendance allowance

The amount of money per day **you** are liable to pay an **employee** each day they are required by the **appointed representative** to attend as a witness at a court or tribunal hearing. Indemnity is limited to £100 per day and a maximum of £1,000 in **any one claim**.

Minimum sum in dispute

Minimum sum of £1,000, to which indemnity applies, in a dispute between **you** and the **contracting party**.

Professional expenses

Any fees or expenses reasonably incurred by the **appointed representative** with the consent of the **administrator**, but excluding any tax or VAT, additional tax or VAT, interest or penalties demanded, assessed or required by the relevant authorities or other penalties imposed by a court of criminal jurisdiction.

Property

Land and/or buildings owned or occupied by **you** or which **you** are legally responsible for.

Statutory licence

A licence or certificate of registration issued under statute, statutory instrument or by a Government or local authority to **you**, provided that the licence or certificate is necessary to engage in **your business**.

Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

VAT disputes

The enquiries which take place following a written decision, assessment or statement of alleged arrears made by HMRC into **your** Value Added Tax (VAT) return and/or any related VAT default surcharges and misdeclaration penalties.

✓ What is covered

We will only pay the **insured persons** for **claim(s)** where the dispute, legal proceedings and **HMRC investigation** are within the **policy territories** and is in connection with activities within the scope of **your business**. This is a 'claims made' section of the **policy**. It only pays **claim(s)** notified to the **administrator** during the **period of insurance**.

Contract disputes cover

We agree to cover **you** against **legal expenses** incurred in the pursuit or defence of any dispute or legal proceedings made by or brought against **you** in a contractual dispute with a **contracting party** over a contract for the sale of goods, the hire of goods or a contract for the supply of a service within the meaning of the Sale of Goods Act 1979, and/or the Supply of Goods and Services Act 1982 provided that

- 1 **legal expenses** incurred in the pursuit of any dispute or legal proceedings is limited to 75% of the amount in dispute
- 2 **we** will not be liable to provide indemnity unless the amount in dispute exceeds the **minimum sum in dispute**
- 3 where the contract is a construction contract as defined by the Housing Grants, Construction and Regeneration Act 1996, the construction operations are or are intended to be carried out by the **contracting party** on property owned by **you** and the contract is for the repair or renovation of the **property**
- 4 where the dispute relates to monies owed to **you** and liability is not contested and **you** refer the debt to the **debt collection service**, within 30 days of the **due date**; this will be paid for by **you** and not covered by **us**. If the **debt collection service** exhausts its normal recovery procedure and recommends to the **administrator** that legal proceedings are necessary, **you** must immediately notify a **claim** under this section.

Criminal prosecution cover

We agree to cover the **insured person(s)** against **legal expenses** incurred in

- 1 defending a prosecution against the **insured person(s)** in a court of criminal jurisdiction
- 2 an appeal by the **insured person(s)** against the service of an Improvement or Prohibition Notice under the Health and Safety at Work Act 1974 or the Food Safety Act 1990.

Data protection cover

We agree to cover **you** against **legal expenses** incurred in an appeal by **you**, against a refusal of an application for registration or alteration of registered particulars, or an appeal against an Enforcement, Deregistration or Transfer Prohibition Notice.

Employment disputes cover

We agree to cover **you** against **legal expenses** and **awards of compensation** incurred by **you** in defending legal proceedings brought against **you** by an **employee**, ex-**employee** or prospective **employee** in respect of their contract of employment with **you** or a breach of employment-related legislation.

We have the right to refuse to pay **your claim** if **you** do not seek and follow all advice from the AXA legal advice line as to the procedure to be adopted and have received specific authorisation from the AXA legal advice line

- 1 prior to carrying out any disciplinary procedure, action or suspension of an **employee**
- 2 prior to dismissal of an **employee**
- 3 prior to notifying an **employee** of their intended retirement date or retiring an **employee**
- 4 prior to instituting a redundancy programme and prior to making an **employee** redundant
- 5 upon formal or informal notification of a grievance from an **employee** or ex-**employee**
- 6 upon formal or informal notification of a complaint relating to discrimination, victimisation or harassment because of age, disability, gender reassignment,

marriage/civil partnership, pregnancy/ maternity, race, religion or belief, sex or sexual orientation

- 7 prior to any adverse variation or proposed adverse variation of the terms and conditions of employment (including altering the hours, time or place worked, demotion or deduction from or reduction in an **employee's** remuneration)
- 8 immediately an **employee** walks out, with or without written notice
- 9 upon receipt of an appeal from an **employee** or ex-**employee**, against a decision taken as a result of a disciplinary or grievance procedure, retirement procedure or a decision to dismiss.

Jury service allowance cover

We agree to cover **you** against **jury service allowance** with the amount being limited to £100 per day and a maximum of £1,000 in any one **claim**.

Personal injury cover

We agree to cover the **insured person(s)** against **legal expenses** incurred in the pursuit of any dispute or legal proceedings for **injury** to the **insured person(s)**.

Property disputes cover

We agree to cover **you** against **legal expenses** incurred in any dispute or legal proceedings made by or brought against **you**

- 1 over the physical possession of the **property**, provided that all statutory and contractual notices have been correctly served by **you**
- 2 over the terms of a tenancy agreement between **you** and a **contracting party** relating to the use or maintenance of the **property** including dilapidations
- 3 over the actual or alleged negligence, damage or nuisance to the **property** other than with a tenant, provided that **you** will suffer financial loss if **you** fail to pursue or defend the dispute or legal proceedings.

Statutory licence cover

We agree to cover **you** against **legal expenses** incurred in an appeal by **you**, against the suspension, revocation, imposed alteration of or refusal to renew a **statutory licence**.

Tax protection cover

1 Inland Revenue investigations

We agree to cover **you** against **professional expenses** incurred in representing **you** at an **Inland Revenue investigation**, including representation at a First-Tier tribunal Upper Tribunal and at an appeal against a decision following such tribunal, provided that there is a reasonable prospect of reducing the liabilities alleged by HMRC.

2 VAT disputes

We agree to cover **you** against **professional expenses** incurred in representing **you** in a **VAT dispute** for the local review procedure in order to reach agreement with HMRC, a First-Tier Upper Tribunal of VAT tribunal, including an appeal, provided that there is a reasonable prospect of reducing the liabilities alleged by HMRC.

Limits of indemnity

Our maximum liability under this section is limited to the amounts specified in the schedule for **1** and **2** below

- 1 **any one claim**
- 2 all **claim(s)** notified during the **period of insurance**.

✗ What is not covered – A

Contract dispute exclusion

We will not cover **you** for **claim(s)** arising out of or in connection with

- 1 contracts that provide or arrange credit, insurance, securities or guarantees
- 2 contracts where **your** liability or right of recovery is incurred through **your** agent or by assignment
- 3 franchise contracts
- 4 contracts governed by or alleged to be governed by the Consumer Credit Act 1974
- 5 contracts of employment
- 6 contracts for the use of **property**.

Criminal prosecution exclusion

We will not cover the **insured person(s)** for **claim(s)** arising out of or in connection with

- 1 any prosecution relating to or arising from investigations by HMRC
- 2 any prosecution for offences against the person, including offences of a sexual nature, other than charges under the Corporate Manslaughter and Corporate Homicide Act 2007
- 3 any prosecution for criminal damage
- 4 any prosecution alleging dishonesty
- 5 any prosecution for non-endorsable road traffic offences, except tachograph prosecutions and weight prosecutions
- 6 an allegation of speeding or driving whilst under the influence of alcohol and/or drugs
- 7 failure to insure a motor vehicle as required by law.

Employment dispute exclusion

We will not cover **you** for

- 1 any fine, award or damages incurred by deliberately avoiding a payment or liability under statutory requirements
- 2 any redundancy payment or any money due or properly payable, arising under or from a contract of employment, service agreement

or related document or from any related, implied or incorporated terms of a contract of service.

Excess and co-insurance

The **excess** will be payable by **you** for any one claim.

The increased **excess** shown in the schedule is the amount that **you** must pay for **legal expenses, professional expenses** and/or **awards of compensation** for any one **claim**, before **we** become liable to pay if **you** instruct an alternative **appointed representative** to the one chosen by the **administrator**.

The co-insurance shown in the schedule is the amount that **you** must pay for any one **claim** for **your** own account, expressed as a percentage of **legal expenses, professional expenses** and/or **awards of compensation** incurred over and above any **excess** or increased **excess** shown in the schedule.

Property disputes exclusion

We will not cover **you** for any **claim(s)** arising out of or in connection with

- 1 the payment or non-payment or review of any tax, rent or service charge
- 2 a dispute relating to planning or building regulations, decisions, compulsory purchase orders or any actual, planned or proposed works by or under the order of any government, public or local authority
- 3 any dispute arising from the negotiation, review or renewal of a tenancy agreement or the subsequent purchase of the **property** whether or not the purchase is completed
- 4 any dispute where **you** have failed to maintain in full force and effect during the tenancy agreement, buildings insurance covering the standard range of perils if **you** were contractually obligated to have insurance in force
- 5 a dispute over subsidence or heave however caused
- 6 a contract dispute, other than where the contract is a tenancy agreement with a **contracting party**.

Statutory licence exclusion

We will not cover **you** for any **claim(s)** arising out of or in connection with

- 1 any disciplinary or internal procedures conducted by authorities charged with **your** regulation in the performance of **your business** or for any appeal following these procedures
- 2 an alteration or refusal to renew a **statutory licence** which is imposed by an Act of Parliament
- 3 any costs incurred to comply with a notice or order.

Tax protection exclusion

We will not cover **you** for

- 1 technical or routine treatment of matters not connected with or under an expression of dissatisfaction with **your** affairs
- 2 the defence of any criminal prosecution
- 3 taxation proceedings which arise out of negligent misstatements or omissions made by **you** or on **your** behalf in respect of returns or accounts or where there has been a lack of reasonable care in the keeping of business books and records
- 4 any **HMRC Investigation** which results solely from investigation of earlier accounts or records
- 5 any **claim(s)** where the Tax Return is submitted outside the statutory time limits and/or in a penalty position
- 6 the preparation and/or correction of Self-Assessment Returns, Accounts, Income Tax Returns, P11Ds, P35s, VAT returns or any other statutory returns
- 7 any enquiry under Public Notice 160 or Section 60 of the VAT Act 1994 or matters handled by HMRC Specialist Investigations Civil Investigations or Fraud and Criminal Investigations Sections. Also Code of Practice 8 and 9 cases
- 8 an enquiry into the validity of a claim for Working Tax Credit or a dispute concerning the payment of the Working Tax Credit by an employer

- 9 any dispute in connection with the payment of the National Minimum Wage
- 10 a dispute or enquiry in respect of IR35 legislation
- 11 any **claim(s)** made where a Return submitted at the final filing date contains provisional figures for all of the trading income and expenditure items
- 12 an investigation under a voluntary disclosure made to the HMRC for omitted tax, National Insurance Contributions or VAT liabilities which become due as a result of **your** deliberate act
- 13 an investigation by HMRC into a tax planning arrangement, where the Anti Avoidance Intelligence Unit of HMRC has allocated a number for inclusion on the relevant Self-Assessment Return.

✗ What is not covered – B

The following exclusions apply to all or any parts of the cover under this section.

We will not cover the **insured person(s)** for

- 1 defending civil legal proceedings for
 - a **injury** or disease including psychiatric injury and stress
 - b loss of, destruction or damage to property
 - c alleged breach of any professional duty
 - d any tortious liability (other than as specified in property disputes)
- 2 any dispute, legal proceedings or **HMRC Investigation** made, brought or started outside the **policy territories**
- 3 **legal expenses** or **professional expenses** incurred without the prior written consent of the **administrator** or in excess of the **administrator's** consent
- 4 **awards of compensation** where the **administrator's** consent to incur **legal expenses** has not been granted or has been withdrawn
- 5 any **claim(s)** relating to or arising from any cause, event or circumstance occurring prior to or existing at the start of this section, and which has or which **you** knew or ought reasonably to have known, may give rise

- to a dispute, legal proceedings or **HMRC Investigation** by or against **you**
- 6 fines or other penalties imposed by a court or tribunal
 - 7 any dispute, legal proceedings or **HMRC Investigation** for which **you** are, or would be but for the existence of this **policy**, entitled to indemnity under any insurance policy whether a **legal expenses** insurance or not, or under a legal aid certificate or representation order
 - 8 any **claim(s)** arising out of the **insured person(s)** deliberate, conscious, intentional or negligent disregard of the need to take all reasonable steps to avoid and prevent **claim(s)**, disputes, legal proceedings or **HMRC Investigations**
 - 9 any dispute or legal proceedings with Government or Local Authority departments concerning the imposition of statutory charges
 - 10 disputes or legal proceedings between **you** or with any parent company, subsidiary company or associated company or partner
 - 11 any dispute between the **insured person(s)** and the **administrator, us**, the **appointed representative** or **your** insurance broker
 - 12
 - a any dispute or legal proceedings arising out of breach or alleged breach of confidentiality or passing off, whether related to intellectual property or not
 - b any dispute or legal proceedings arising out of the ownership or existence of any intellectual property rights
 - 13 any dispute or legal proceedings arising out of or in connection with actual or alleged defamation or false statement
 - 14 any **legal expenses** or **professional expenses** incurred in respect of or in connection with a judicial review
 - 15 appeals arising out of legal proceedings or **HMRC Investigations** where the **administrator's** consent has not been granted

- 16 any **claim(s)**, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by any kind of seepage, pollution or contamination
- 17 any **legal expenses** or **professional expenses** which the **insured person(s)** should or would have had to incur irrespective of any dispute
- 18 any dispute or legal proceedings arising out of or in connection with **terrorist act**.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Arbitration condition

Any dispute between **us** and the **insured person(s)** may be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties, or failing agreement one who is nominated by the President of the appropriate Law Society or by the Bar Council or appropriate professional body within England and Wales. The apportionment of the costs of arbitration will be determined by the arbitrator.

Data protection condition

You agree that any information provided to **us** regarding the **insured person(s)**, will be processed by **us** or the **administrator** in compliance with the provisions of **Data Protection Legislation** for the purposes of providing insurance and handling **claim(s)**, if any, which may necessitate providing such information to third parties.

Due observance condition

The **insured person(s)** must act with due diligence and at all times, act and comply with all the terms, conditions and provisions under this **policy**.

Reasonable precautions condition

The **insured person(s)** must take all reasonable precautions to avoid and prevent **claim(s)**, **HMRC Investigations**, legal proceedings and disputes. The **insured person(s)** must use every endeavour and take all reasonable measures to minimise the cost and effect of any **claim(s)**.

Your insolvency or liquidation condition

If **you** become insolvent or are placed in liquidation, receivership, administration, bankruptcy or enter into a voluntary arrangement or deed of arrangement, or if any application is made to the court or meeting convened for that purpose, **we** have the right to immediately cease to provide indemnity for **legal expenses**, **professional expenses** and **awards of compensation** even if the **administrator** may have previously granted consent.

Special conditions

Undisputed debts condition

An undisputed debt must be referred to the **debt collection service** within 30 days after the date the invoice was due for payment. The **debt collection service** is provided by a debt collection organisation which is not part of the **administrator**, but it can be accessed by telephoning the AXA legal advice line and asking to be transferred.

The use of the **debt collection service** is at **your** own cost. The fee charged by the **debt collection service** is a percentage of the amount of the debt recovered from the debtor. The **policy** does not cover this fee.

If the **debt collection service** recommends legal proceedings against the debtor to recover the debt, **you** must immediately submit a **claim** under the Contract disputes section. **You** should contact the **administrator's** claims department for a **claim** form.

If at any time an undisputed debt referred to the **debt collection service** becomes disputed, **you** must contact the **administrator's** claims department.

Claims conditions

Administrator's consent condition

You must obtain the **administrator's** consent in writing to incur **legal expenses** or **professional expenses**. This consent will be given by the **administrator** on **our** behalf, if the **insured person(s)** can satisfy the **administrator** that

- 1 it is reasonable to incur **legal expenses** or **professional expenses** considering the amount of the remedy claimed compared to the **legal expenses** or **professional expenses** to be incurred and
- 2
 - a where the **insured person(s)** are pursuing, there are reasonable prospects of proving the other party's legal liability and of recovering the damages claimed or other legal remedy sought or
 - b where the **insured person(s)** are defending there are reasonable prospects of defending the **claim** or
 - c for a criminal prosecution and where the **insured person(s)** plead guilty, there is a reasonable prospect of a significant mitigation of the **insured person(s)** sentence or fine.

If during the course of a **claim** the **insured person(s)** cease to satisfy the **administrator** in respect of **1** or **2** above, indemnity will be withdrawn in respect of **legal expenses** and **professional expenses** and **awards of compensation**. The decision to grant consent or to withhold it will be taken on receipt of

- i a fully completed claim form
- ii the information and documentation the **administrator** reasonably requests
- iii a legal opinion from the **appointed representative** as to **1** and **2** above
- iv any advice the **administrator** deems necessary to take.

With the **insured person(s)** agreement, the **administrator** may provide assistance in settling disputes, these costs will be covered under this

section subject to payment of the **excess** or increased **excess** within the limits of **our** liability.

At its discretion, the **administrator** may require the **insured person(s)** to obtain an opinion from Counsel at the **insured person(s)** expense, as to the merits of the subject matter of the **claim**. This opinion will cover the same issues that the **administrator** has in assessing the merits of any legal action. If based upon such opinion the **administrator** is satisfied in respect of **1** and **2** above, the **legal expenses** and **professional expenses** in obtaining that opinion, will be paid by **us** within the limits of **our** liability.

In granting **our** consent, **we** agree to provide the **insured person(s)** indemnity subject to the terms and conditions of this section, but the consent does not imply that all **legal expenses** or **professional expenses** or **awards of compensation** will be paid. In particular **legal expenses** or **professional expenses** beyond the immediate scope of the **claim** will be deemed by **us** to fall outside the indemnity provided by this section.

The **administrator** reserves the right to limit its consent by time and/or financial amount of **legal expenses** or **professional expenses** and/or stage of proceedings, to allow for a review of their continued consent.

If after consent has been granted it is shown that the **claim** has not been brought within the terms and conditions of this section, **we** have the right to immediately cease to provide indemnity for **legal expenses**, **professional expenses** and **awards of compensation** even if the **administrator** may have previously granted consent. **We** will be entitled to recover any **legal expenses**, **professional expenses**, **awards of compensation** and **jury service allowance** previously paid.

If the **insured person(s)** elect to proceed with the pursuit or defence of a dispute or legal proceedings where the **administrator's** consent has been refused through lack of reasonable prospects, as required in **2a** and **b** above, and the **insured person(s)** are successful in the pursuit or defence, **we** will pay **legal expenses** or **professional expenses** incurred after the consent had been refused, subject to the terms of this section.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your claim**.

Appeal procedure condition

If, following legal proceedings to which the **administrator** has consented, the **insured person(s)** wish to appeal against the judgment or decision of a court or tribunal, the grounds for the appeal must be submitted to the **administrator** through the **appointed representative** immediately or as soon as practical, so that the **administrator** may consider whether to consent to further action. If an appeal is lodged against a judgment or decision of a court or tribunal made in the **insured person(s)** favour following legal proceedings where the **administrator** has consented, the **insured person(s)** must notify the **administrator** as soon as possible in order that cover continues. The **administrator** will inform the **appointed representative** of its decision and the **insured person(s)** must co-operate in an appeal against the judgment or decision of a court or tribunal.

Disclosure condition

It is a condition of cover that

- 1 the **insured person(s)** must give the **appointed representative** and the **administrator** all necessary help and information, including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the **insured person(s)** possession. The **insured person(s)** must provide, obtain or provide all documents as necessary and attend meetings or conferences as requested
- 2 the **administrator** is entitled to receive from the **appointed representative** and the **insured person(s)** any information, document or advice in connection with any **claim(s)** and the subject matter of any **claim(s)** even if privileged. In addition, the **insured person(s)** must instruct the **appointed representative** to provide the **administrator** with regular updates on the progress of the subject matter of any **claim(s)** and inform the **administrator** as soon as possible if and when any

circumstance adversely impacts the factors taken into account in granting the **administrator's** consent. On request, the **insured person(s)** will give to the **appointed representative** any instructions necessary to secure the required access.

Indemnity may be withdrawn if the **insured person(s)** fail to co-operate at all times or within a reasonable time, with the **administrator's** or the **appointed representative's** requests.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your claim**.

Instruction and choice of appointed representative and Counsel condition

The **administrator** will choose an **appointed representative** to act on behalf of the **insured person(s)** behalf in any **claim** under Employment dispute cover or Tax protection cover.

In all other **claims**, the **administrator** will choose the **appointed representative** subject to the **excess** unless there is a conflict of interest between the **insured person(s)** and the **administrator**, or once legal proceedings are issued, when **you** are free to choose an **appointed representative** to act in the name of and on behalf of the **insured person(s)** in any **claim** to which the **administrator** has consented. In legal proceedings where the **administrator** has consented to your choice of **appointed representative**, **you** are responsible for paying the increased **excess** shown in **your** schedule for **any one claim**.

The name and address of the **appointed representative** **you** propose to instruct must be notified to the **administrator** in writing. The proposed **appointed representative** will enable the **insured person(s)** to comply with the terms and conditions of the policy and will be appointed to act for the **insured person(s)** in line with the **administrator's** standard conditions of appointment. Any **professional expenses** or **legal expenses** charged by the **insured person(s)** proposed **appointed representative** in excess that would normally be incurred in using a specialist panel solicitor will be the responsibility of the **insured person(s)**.

A dispute arising from **your** choice may be referred to arbitration in accordance with the Arbitration condition.

The **insured person(s)** must not, without the written consent of the **administrator**, enter into any agreement with the **appointed representative** as to the basis of calculation of **legal expenses**.

In selecting the **appointed representative** the **insured person(s)** have a duty to minimise the cost of any **claim(s)**.

In all cases the **appointed representative** will be appointed in the name of and on behalf of the **insured person(s)**. If in the course of any **claim(s)** the **appointed representative** wishes to instruct Counsel or an expert, their name and an explanation of the necessity for the instruction must be submitted to the **administrator** for consent to the proposed instruction, which will not be unreasonably withheld.

Notification of claims condition

You must notify the **administrator** in writing during the **period of insurance** as soon as the **insured person(s)** are aware of any cause, event or circumstance which has given or may give rise to a **claim**, dispute, legal proceedings or **HMRC investigation** involving the **insured person(s)**. Where notification has been given, **we** agree to treat any subsequent **claim(s)** for the cause, event or circumstance notified as though the **claim(s)** had been notified during the **period of insurance**.

If **you** need to notify a possible **claim**, **you** should complete the online claim form at <https://informationcentre.arclegal.co.uk>. Alternatively please call the claims helpline on **0330 024 8991** and they will e-mail or post a claim form to **you**.

All notices and communications from **us** or **our** representatives to **you**, will be sent to **your** address that was last declared to the **administrator** or, in relation to any matters arising out of any **claim(s)**, if sent to the **appointed representative**.

All notices and communications from the **insured person(s)** or the **appointed representative** to **us** will be sent to the **administrator**.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your claim**.

Offer of settlement condition

The **insured person(s)** must inform the **administrator** in writing as soon as an offer to settle is received and/or the **insured person(s)** propose to make an offer of settlement. In any settlement, the **insured person(s)** must consider the **legal expenses, professional expenses** or **awards of compensation** incurred or likely to be incurred and their recovery.

No indemnity will be provided if the **insured person(s)** enter into any agreement to settle, without the prior written consent of the **administrator** (consent not to be unreasonably withheld) and **we** will be entitled to recover any **legal expenses** or **professional expenses** or **awards of compensation** previously paid. If the **insured person(s)** unreasonably reject an offer of settlement, which the **administrator** recommends acceptance of or makes an offer which the **administrator** does not agree with, no further indemnity will be provided.

We may at **our** absolute discretion decide to pay the **insured person(s)** the amount of damages that the **insured person(s)** are claiming or are being claimed against the **insured person(s)**, instead of indemnifying the **insured person(s)** for **legal expenses, professional expenses** or **awards of compensation**. Where **we** exercise this discretion **we** will cease to be liable for any further **legal expenses, professional expenses** or **awards of compensation**. **We** may also require the **insured person(s)** to make an offer to pay an **award of compensation** to an **employee** or ex-**employee** or prospective **employee** provided **we** agree to pay the **award of compensation**. If the **insured person(s)** fails to make that offer **we** will cease to be liable for any further **legal expenses** or **awards of compensation**.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your claim**.

Payment of legal expenses, professional expenses and awards of compensation condition

All bills for **legal expenses** or **professional expenses** which the **insured person(s)** receive from the **appointed representative** should be forwarded to the **administrator** without delay. If the **administrator** requests, the **insured person(s)** must ask the **appointed representative** to submit the bill of costs for assessment or certification by the appropriate Law Society, court or tribunal. The **insured person(s)** are responsible for payment of all **legal expenses** or **professional expenses** or **awards of compensation**. **We** may settle these direct if requested to do so by the **insured person(s)**. The payment of some **legal expenses** or **professional expenses** does not imply that all **legal expenses** or **professional expenses** or **awards of compensation** will be paid.

Recovery of costs condition

Whenever the **insured person(s)** are awarded costs or under the terms of any settlement where costs are included, those costs are to be repaid to **us**. The **insured person(s)** and the **insured person(s) appointed representative** must make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement or where costs are awarded but not recovered, the **insured person(s)** agree that a fair and reasonable proportion of that settlement will be deemed as costs and due to **us**. Where such a settlement is paid in instalments, all costs will be paid to **us** first.

Value Added Tax condition

If **you** are registered for VAT, **we** will not pay the VAT element of any **legal expenses** or **professional expenses**.

Making a complaint

AXA Insurance aims to provide the highest standard of service to every customer.

If **our** service does not meet **your** expectations **we** want to hear about it so **we** can try to put things right.

All complaints **we** receive are taken seriously. Following the steps below will help **us** understand **your** concerns and give **you** a fair response.

How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with. If **your** complaint relates to a claim on **your policy**, please contact the department dealing with **your** claim. If **your** complaint relates to anything else, please contact the agent or AXA office where **your policy** was purchased. Telephone contact is often the most effective way to resolve complaints quickly.

Alternatively **you** can write to **us** at

AXA Insurance complaints:



AXA Insurance
Commercial complaints
AXA House
4 Parklands
Lostock
Bolton
BL6 4SD

All claims complaints:



Tel: **01204 815359**



Email: **commercial.complaints@axa-insurance.co.uk**

When **you** make contact please tell **us** the following information:

- Name address and postcode, telephone number and email address (if **you** have one).
- **Your policy** and/or claim number, and the type of policy **you** hold.
- The name of **your** insurance agent/firm (if applicable).
- The reason for **your** complaint.

Any written correspondence should be headed '**COMPLAINT**' and **you** may include copies of supporting material.

Beyond AXA

Should **you** remain dissatisfied following **our** final written response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider **your** complaint if **we** have given **you our** final decision.

You have six months from the date of **our** final response to refer **your** complaint to the FOS. This does not affect **your** right to take legal action.

The Financial Ombudsman Service



Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR



Telephone: **0800 023 4567*** or
0300 123 9123**

Fax: **020 7964 1001**



Email: **complaint.info@financial-ombudsman.org.uk**

Website: **www.financial-ombudsman.org.uk**

* free for people phoning from a 'fixed line' (for example, a landline at home)

** free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02

Our promise to you

We will

- Acknowledge written complaints promptly.
- Investigate **your** complaint quickly and thoroughly.
- Keep **you** informed of progress of **your** complaint.
- Do everything possible to resolve **your** complaint.
- Learn from **our** mistakes.
- Use the information from complaints to continuously improve **our** service.

Telephone calls may be monitored and recorded.

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of insurance, size of the **business** and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

Legal and tax advice or emergency helplines or Legal expenses services complaints

If **you** have a complaint about the legal and tax advice or emergency helplines or the Legal expenses services **you** should contact Arc Legal Assistance Ltd:

Arc Legal Assistance Ltd	
	Arc Legal Assistance Ltd The Gatehouse, Lodge Park Lodge Lane Colchester Essex CO4 5NE
	Tel: 01206 615000

You can also refer to the Financial Ombudsman Service (FOS) as stated on page 112 if **you** cannot settle **your** complaint with **Arc** or before they have investigated the complaint if both parties agree. **Arc** are also covered by the Financial Services Compensation Scheme (FSCS).

**This document is available in
other formats.**

If you would like a Braille, large print
or audio version, please contact your
insurance adviser.

www.axa.co.uk

