



# OFFICES

Your Policy Terms and Conditions  
October 2015 Edition

redefining / standards





## Introducing AXA

### **One of the world's largest insurers**

With more than 50 million customers across the globe, AXA is one of the world's largest financial services providers. We have a presence in over 50 countries, yet we pride ourselves on having a real understanding of local issues

### **Care, advice & support – when you need it**

As one of the world leaders in financial protection and wealth management, we offer a wide range of insurance and financial products to meet your business and personal needs. Our commitment is to deliver our products with consistent care, advice and support as and when you need it

We employ 117,000 people worldwide, and are also one of the thirty largest companies of any kind (Fortune magazine's Global 500 for 2003)

AXA provides products that help people to get the best out of life. Our products and services include: Business Insurance, Home and Motor Insurance, Investments, Life Assurance, Retirement Planning, Long Term Care, Asset Management, Medical Insurance and Dental Payment Plans

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the FCA's register by visiting the FCA's website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting them on 0800 111 6768

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**Contents**

• Your Policy	4
• Important Helplines	5
• Definitions	6
• Section 1 – Buildings of the Office	10
• Section 2 – Contents of the Office	13
• Clauses Applicable to Sections 1 and 2	19
• Section 3 – All Risks on Specified Items	23
• Section 4(a) – Business Interruption	25
• Section 4(b) – Loss of Accounts Receivable	28
• Section 5 – Business Liability	30
• Section 6 – Computer Breakdown	36
• Section 7 – Terrorism Insurance	39
• Section 8 – Legal Expenses	41
• Special Clauses	49
• General Exceptions of the Policy	53
• General Conditions of the Policy	56
• Making a Complaint	61

## Your Policy

*The Company in consideration of the payment of the premium shall provide insurance against loss destruction damage or liability occurring at any time during the period of insurance (or any subsequent period for which the Company accepts a renewal premium) in accordance with the Sections of the Policy shown as operative in the Schedule subject to the exclusions provisions and conditions of the Policy*

*The Policy and the Schedule should be read together as one contract and the Proposal Form/Statement of Fact made by the Insured is the basis of the contract*

### **Important**

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We recommend that You read this Policy in conjunction with Your Schedule to ensure that it meets with Your requirements. Should You have any queries please contact Us or Your Insurance Adviser. Your attention is drawn to the Complaints Procedure (Making a Complaint) on page 61.

### **The law applicable to this Policy**

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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.

### **Security of Premises**

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This insurance has been granted subject to Minimum Standards of Security (See General Condition 5) or following a survey of Your Office. It is important that You should not alter door or window fastenings or other security devices (except as allowed specifically in a Further Protection Clause attached to this Policy) without the written consent of the Company. In Your interest it is important that You give early notification of any proposed changes so that if it is necessary a further survey may be undertaken.

## Important Helplines

Glass replacement Service	<b>0870 870 7171*</b>	A quick and efficient repair/replacement service is available 24 hours a day, 365 days a year
Legal and Tax Advice	<b>0870 241 8178**</b>	Our confidential legal and tax advice line. Please quote AXA Commercial when You call
Emergency Helpline	<b>0870 241 8178***</b>	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  If connected to a potential claim please follow the Claims notification condition and Claims procedures condition first

\* The Glass replacement service is provided by Glassolutions, Waterlands, Meadows Road, Brookfields Park, Manvers, Rotherham, S63 5DJ

\*\* 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

# Definitions

*Where We explain what a word means that word will have the same meaning wherever it is used in the Policy or Schedule*

## 1 General

### **AXA Insurance/Company/Us/We/Our**

AXA Insurance UK plc (other than Section 8 - Legal Expenses)

### **Proposal**

The signed Proposal or Statement of Fact if applicable and any additional information supplied to the Company by or on behalf of the Insured

### **Policy**

The Policy and Schedule and any endorsements attached or issued

### **Business**

The business stated in the Schedule and

- a) the provision and management of canteen sports social or welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services
- b) private work undertaken with the prior consent of the Insured by Employees for any director or senior official of the Insured

### **Employee**

(other than Section 8 - Legal Expenses)

- a) Any person under a contract of service or apprenticeship with the Insured
- b) Any person who is hired to or borrowed by the Insured
- c) Any person engaged in connection with a work experience or training scheme
- d) Any labour master or person supplied by him
- e) Any person engaged by labour only sub-contractors

- f) Any self-employed person working on a labour only basis under the control or supervision of the Insured

- g) Any voluntary helper

while working for the Insured in connection with the Business

### **Money**

Cash bank and currency notes cheques postal orders money orders crossed bankers drafts current postage stamps savings stamps and certificates National Insurance stamps trading stamps gift tokens customer redemption vouchers credit card company sales vouchers credit card counterfoils travellers tickets phonecards (excluding phonecards held in stock for resale) VAT purchase receipts contents of franking machines and insofar as they are not otherwise insured holiday-with-pay stamps and luncheon vouchers

### **Offshore**

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

### **Insured/You/Your**

The person(s) or company named in the Schedule

### **Office**

The Office shown in the Schedule including private dwelling rooms and its outbuildings on the same premises the structure of the Office being brick stone or concrete built and roofed with slate tile concrete metal asbestos or any other non-combustible material (unless otherwise stated in the Schedule)

**Territorial Limits**

(other than Section 8 - Legal Expenses)

- a) Anywhere within Great Britain Northern Ireland the Channel Islands or the Isle of Man other than Offshore
- b) Elsewhere in the world other than Offshore in connection with temporary visits undertaken in the course of the Business by any person normally resident in the territories described in a) above
- c) Elsewhere in the world in respect of Products

**Products**

- a) Office equipment and motor vehicles the property of the Insured having become surplus to the Insured's requirements
- b) Food or drink sold or supplied as a service to Employees or visitors

**2 Applicable only to Section 5**

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**Injury**

bodily injury death disease illness or nervous shock

**3 Applicable only to Sections 1, 2, 3, 4(a), 4(b), 6 and 7**

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**Defined Peril**

Defined Peril means 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 earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal

**Denial of Service Attack**

Denial of Service Attack means any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks network services network connectivity or information systems Denial of Service Attacks include but are not limited to the

generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

**Hacking**

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data whether the property of the Insured or not

**Phishing**

Phishing means access or attempted access to data or information made by means of misrepresentation or deception

**Virus or Similar Mechanism**

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

**4 Applicable only to Section 8**

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**Acts of Parliament**

All Acts of Parliament referred to in this Policy shall include any subsequent amendments re-enactments or regulations and equivalent legislation enforceable within the Territorial Limits

**Any One Claim**

All claims or legal proceedings consequent upon the same original cause event or circumstance shall be regarded as one claim

**Appointed Representative**

A consultant solicitor barrister or other appropriately qualified person appointed by the Company to act for the Insured

**Awards of Compensation**

Basic and Compensatory Awards made against the Insured by an Employment Tribunal or settlement thereof subject to the Company's consent but not including Additional Special Protective Awards Interim Relief arrears of pay or any award of damages under the Equal Pay Act or arising out of failure to comply with awards in respect of reinstatement or re-engagement The Company will not pay any fine award or damages incurred by deliberately avoiding a payment or liability under statutory requirements The Company will not pay any redundancy payment or any monies 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

**Company**

AXA Insurance UK plc and its appointed agent for this Section Arc Legal Assistance Ltd

**Contracting Party**

An individual or company with whom the Insured has a direct contractual relationship

**Debt**

Monies owed to the Insured that have become due and payable

**Debt Collection Service**

A debt collection service nominated by the Company

**Due Date**

The date monies owed to the Insured become due and payable

**Employee**

Any person under a contract of service with the Insured

**Legal Advice Line**

The legal advisory service provided by the Company on an unrestricted basis to the Insured If you have a legal or tax issue you can obtain free advice by telephoning 0870 241 8178 Whilst this Policy remains in force the service may be used as often as necessary

**Legal Expenses**

a) Fees

- i) Legal fees and disbursements reasonably incurred by the Appointed Representative with the consent of the Company
- ii) Costs incurred by other parties insofar as the Insured is held liable in court or tribunal to pay such costs or becomes liable to pay such costs under a settlement the Company has agreed to but excluding any costs the Insured may be ordered to pay by a court of criminal jurisdiction

b) Compensation for Court Attendance

In the event of any director partner or employee of the Insured attending a hearing at court or tribunal as a witness at the request of the Appointed Representative in respect of a claim to which the Company has consented the Company will provide compensation to the Insured for a loss up to £100 per day and up to £1,000 Any One Claim



**Period of Insurance**

As specified in the Schedule

**Professional Duty**

Duty owed by the Insured in respect of which the Insured has or is required to have in force professional indemnity insurance or an equivalent insurance providing indemnity in the event of a negligent act error or omission

**Professional Expenses**

Any fees expenses and other disbursement reasonably incurred by the Appointed Representative in connection with any claim or proceedings including those incurred by the Company in connection with such claim or proceedings 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 the Insured or otherwise for which the Insured is legally responsible

**Territorial Limits**

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

## Section 1 – Buildings of the Office

### Property Insured

The building of the Office including landlord's fixtures and fittings therein and thereon walls gates and fences yards car parks and pavements piping ducting cables wires and associated control gear and accessories on the premises and extending to the public mains but only to the extent of the Insured's responsibility

### A Insured Perils

The Company shall indemnify the Insured against loss of or damage to the Property Insured caused by the undernoted perils

- 1 Fire (including subterranean fire) explosion lightning or earthquake
- 2 Storm or flood excluding
  - a) loss or damage caused by frost subsidence ground heave or landslip
  - b) loss or damage attributable solely to change in water table level
  - c) loss or damage to moveable property in the open fences and gates
  - d) the first £300 of each and every loss as ascertained after the application of any Condition of Average
- 3 Escape of water from any tank apparatus or pipe (including damage to any fixed tank apparatus or pipe caused by freezing or forcible and violent bursting) excluding
  - a) loss or damage in respect of any building which is empty or not in use
  - b) the first £300 of each and every loss as ascertained after the application of any Condition of Average
  - c) loss or damage caused by wet or dry rot rust corrosion or other wear and tear
- 4 Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons excluding
  - a) loss or damage arising from cessation of work
  - b) as regards loss or damage (other than fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation
    - i) loss or damage by theft
    - ii) loss or damage in respect of any building which is empty or not in use
    - iii) the first £300 of each and every loss as ascertained after the application of any Condition of Average
- 5 Impact with the Office by aircraft or other aerial devices or articles dropped therefrom or by any vehicle train animal falling branch aerial or mast or satellite dish
- 6 Leakage of oil from any fixed heating installation
- 7 Theft of or any attempt thereat involving entry to or exit from the Office by forcible and violent means excluding
  - a) loss or damage in respect of any building which is empty or not in use
  - b) the first £300 of each and every loss as ascertained after the application of any Condition of Average
- 8 Any other accidental loss or damage excluding
  - a) the first £300 of each and every loss as ascertained after the application of any Condition of Average

- b) loss or damage caused by or resulting from
  - i) wear tear the action of light or atmosphere moths vermin insects
  - ii) any process of cleaning dyeing restoring adjusting or repairing
  - iii) corrosion dampness dryness wet or dry rot marring scratching
  - iv) loss or damage by wind hail sleet snow flood or dust to boundary walls gates fences
- c) loss or damage specifically excluded
  - i) in Insured Perils 1–7
  - ii) in Insured Peril 9 if in force
  - iii) in the General Exceptions
- d) loss or damage by subsidence ground heave or landslide
- e) normal settlement or bedding down of new structures
- f) loss or damage to a building or structure caused by its own collapse or cracking
- g) loss or damage by theft or any attempt thereat

**Excluding**

- i) loss destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction or damage to the Property Insured caused by
  - a) pollution or contamination which itself results from an Insured Peril
  - b) an Insured Peril which itself results from pollution or contamination
- ii) Any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
  - a) the alteration modification distortion corruption of or damage to any computer or other equipment or

component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) or

- b) any alteration modification distortion erasure corruption of data processed by any such computer or other equipment or component or system or item

whether the property of the Insured 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 shall not exclude subsequent damage not otherwise excluded which itself results from a Defined Peril except for damage caused by malicious persons other than thieves

**B Damage to Cables and Underground Pipes**

The Company will pay the cost of repairing accidental damage for which the Insured is responsible to cables and underground pipes and drains (and their inspection covers) on the premises of the Office or connecting them to the public mains provided such damage is not caused by rust corrosion or other wear and tear

**C Condition of Average**

(Only applicable where claims are not paid under the terms of the Reinstatement Clause)

If at the time of any loss or damage the value of the Property Insured under any item is greater than its Sum Insured the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly

**D Inflation Protection Clause**

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The Company will adjust the Sum Insured in line with suitable indices of costs and the renewal premium for this Section will be based on the adjusted Sum Insured

**E Trace and Access**

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The Company will pay the reasonable costs necessarily incurred by the Insured in locating the source and subsequent making good loss or damage resulting from

- i) the escape of water from any tank apparatus or pipe
- ii) accidental damage to cables underground pipes and drains serving the Office

The liability of the Company in respect of any one Office shall not exceed £25,000 any one Period of Insurance

**F Limit of Liability**

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Subject to the provisions of Clause G Automatic Reinstatement of Sum Insured on page 22 the maximum amount payable during any one Period of Insurance under this Section including any payment made under the Special Clauses is the Sum Insured shown in the Schedule for the Building Section adjusted in accordance with the Inflation Protection Clause or the Day One Average Clause if applicable

## Section 2 – Contents of the Office

### Property Insured

#### Item 1

Contents of the Office all belonging to the Insured or for which he is responsible including

- a) landlord's fixtures and fittings and interior decorations insofar as they are not otherwise insured
- b) plans deeds briefs manuscripts books documents and office records limit any one document £1,000
- c) computer disks and tapes limit any one item £1,000
- d) personal effects limit any one person £500
- e) wines spirits cigarettes and tobacco held for entertainment purposes

provided they are not insured by Item 2 and 3

#### Item 2

As detailed in the Schedule

#### Item 3

As detailed in the Schedule

pertaining to the Business and contained in the Office

#### Excluding

- a) any property otherwise insured
- b) Money merchandise gold and silver articles plate jewellery and furs

### A Insured Perils

The Company shall indemnify the Insured against loss of or damage to the Property Insured caused by the undernoted perils

- 1 Fire (including subterranean fire) explosion lightning or earthquake
- 2 Storm or flood excluding
  - a) loss or damage caused by frost subsidence ground heave or landslip
  - b) loss or damage attributable solely to change in water table level

- c) loss or damage to moveable property in the open
- d) the first £300 of each and every loss as ascertained after the application of any Condition of Average

#### 3 Escape of water from any tank apparatus or pipe excluding

- a) loss or damage to contents of any building which is empty or not in use
- b) the first £300 of each and every loss as ascertained after the application of any Condition of Average

#### 4 Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons excluding

- a) loss or damage arising from cessation of work
- b) as regards loss or damage (other than fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation

- i) loss or damage by theft
- ii) loss or damage in respect of the contents of any building which is empty or not in use
- iii) the first £300 of each and every loss as ascertained after the application of any Condition of Average

#### 5 Impact with the Office by aircraft or other aerial devices or articles dropped from them or by any vehicle train animal falling branch aerial or mast or satellite dish

#### 6 Theft or any attempt thereat (including damage to the Office for which the Insured is responsible) involving entry to or exit from the Office by forcible and violent means excluding

- a) loss or damage in respect of the contents of any building which is empty or not in use

- b) the first £300 of each and every loss as ascertained after the application of any Condition of Average
  - 7 Theft by violence or threat of violence to the Insured his family or Employees excluding the first £300 of each and every loss as ascertained after the application of any Condition of Average
  - 8 Leakage of oil from any fixed heating installation
  - 9 Any other accidental loss or damage occurring in the Office excluding
    - a) the first £300 of each and every loss as ascertained after the application of any Condition of Average
    - b) loss or damage caused by or resulting from
      - i) wear tear the action of light or atmosphere moths vermin insects
      - ii) any process of cleaning dyeing restoring adjusting or repairing
      - iii) corrosion dampness dryness wet or dry rot marring scratching bruising deterioration
    - c) damage to any machine or apparatus arising from mechanical electrical or electronic breakdown or derangement or from adjustment maintenance or repair
    - d) loss or damage specifically excluded
      - i) in Insured Perils 1–8
      - ii) in Insured Peril 10 if in force
      - iii) in the General Exceptions
    - e) normal maintenance or repair
    - f) erasure or distortion of information on computer systems or other records
    - g) Any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
      - i) the alteration modification distortion corruption of or damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) or
      - ii) any alteration modification distortion erasure corruption of data processed by any such computer or other equipment or component or system or item
- whether the property of the Insured 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 shall not exclude subsequent damage not otherwise excluded which itself results from a Defined Peril except for damage caused by malicious persons other than thieves
- h) any disappearance or shortage revealed only at the time of stock taking or the making of an inventory
  - i) loss or damage by confiscation or detention by Customs or other officials or authorities
  - j) loss or damage following dishonesty or fraudulent action by the Insured's Employees or any person lawfully in the Office
  - k) any shortage due to error or omission
  - l) loss or damage by theft or any attempt thereat
  - m) loss or damage by subsidence ground heave or landslip

**Excluding**

loss destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction or damage to the Property Insured caused by

- a) pollution or contamination which itself results from an Insured Peril
- b) an Insured Peril which itself results from pollution or contamination

**B Condition of Average**

(Only applicable where claims are not paid under the terms of the Reinstatement Clause)

If at the time of any loss or damage the value of the Property Insured under any item is greater than its Sum Insured the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly

**C Inflation Protection Clause**

The Company will adjust the Sum Insured in line with suitable indices of costs and the renewal premium for this Section will be based on the adjusted Sum Insured

**D Limit of Liability**

Subject to the provisions of Clause G Automatic Reinstatement of Sum Insured on page 22 the maximum amount payable during any Period of Insurance under any item including any payment made under the Special Clauses is the Sum Insured shown in the Schedule for the Contents of the Office adjusted in accordance with the Inflation Protection Clause

**E Extensions of Cover**

In addition the Insured will be indemnified against

**1 Glass Breakage**

Paying for or making good the breakage or scratching of Glass (as defined below and not otherwise insured) in the Office and the Insured's private dwelling portion

of the Office and in addition the cost of –

- a) temporary boarding-up following breakage
- b) repair of damage to window frames as a result of such breakage or the cost of removal or replacement of fixtures and fittings in the course of replacement of Glass up to a maximum amount of £500 in any one Period of Insurance
- c) lettering or other ornamental work and alarm foil on Glass up to a maximum amount of £500 for any one loss

**Definition of Glass**

- i) fixed glass in windows doors and fanlights
- ii) glass showcases shelves tops and mirrors
- iii) sanitary fixtures and fittings

**Excluding**

the first £100 of each claim

**2 Signs**

Loss of or damage to signs (other than neon signs) up to a maximum amount of £1,000 in any one Period of Insurance

**3 Goods in Transit**

Loss of or damage to merchandise and goods and tools incidental to the Insured's Business the property of the Insured or held in trust and for which the Insured is responsible while being carried by any vehicle(s) owned hired or leased by the Insured anywhere in or between the United Kingdom Channel Islands Isle of Man and Republic of Ireland The cover applies from the time the merchandise and goods are lifted by the Insured's Employees until they are placed in position by them at their destination (excluding their installation) including loading and unloading

Provided that the liability of the Company in respect of any one vehicle trailer or semi-trailer or any one loss or series of losses arising out of one event or in the aggregate shall not exceed £2,000

This Extension does not cover –

- a) the deterioration of goods conveyed in frozen chilled or insulated condition due to faulty stowage or incorrect setting or operation of the equipment or variations in temperature unless directly due to fire or accident to the conveying vehicle or to theft or attempted theft
- b) loss or damage due to natural deterioration
- c) any consequential or indirect loss or loss or damage due to delay
- d) loss of or damage to bills of exchange promissory notes Money securities for Money stamps precious stones jewellery bullion or loss or death of or injury to living creatures

Special Conditions which will apply to this Extension

i) Overnight Garaging

The Company will not be liable under this Extension for loss by theft if any vehicle trailer or semi-trailer is left unattended between the hours of 21.00 and 06.00 unless such vehicle trailer or semi-trailer is securely locked at all points of access and is garaged in enclosed premises which are securely locked or have a watchman in constant attendance

ii) Locked Car Clause

This Extension does not cover loss or damage by theft or pilferage or any attempt thereat involving any vehicle trailer or semi-trailer which is left unattended or which is laid up temporarily stored in any garage or

similar premises unless such vehicle or trailer or semi-trailer has all points of access securely locked

**4 Theft of Keys**

In the event of the keys of the Office being stolen from the Office or from the private residence of any director partner or Employee authorised to hold such keys the Company will pay to the Insured an amount not exceeding £500 in any one Period of Insurance for the replacement of equivalent locks at the Office Unless the Insured or an Employee lives on the premises keys to any safe or strongroom must not be left at the Office when closed for Business

**5 Loss of Money**

Loss from any cause of Money held in connection with the Business

- a) while in transit within Great Britain Northern Ireland the Channel Islands or the Isle of Man or in a bank safe up to a maximum amount of £5,000 for any one loss
- b) while at the residence of any principal or authorised Employee of the Insured up to a maximum amount of £500 for any one loss
- c) from vending machines up to a maximum amount of £300 any one event
- d) from the Office up to a maximum amount of £5,000 for any one loss

Provided always that when the Office is closed to Business

- i) liability for Money not contained in a locked safe is limited to £500
- ii) liability for Money in a locked safe is limited to £1,000
- iii) keys and/or combination codes to safes are not left in the Office unless the Office is still attended by the Insured or an authorised Employee in which case such keys and/or



combination codes shall be deposited in a secure place not in the vicinity of any safe

It is a condition precedent to liability under this Extension that whenever Money in transit exceeds £2,500 at any one time

- a) the Money will be accompanied by not less than two responsible adult persons
- b) not more than £2,500 will be carried by any one person

Notwithstanding the limits referred to above the limit any one loss of crossed cheques crossed postal orders crossed money orders crossed bankers drafts National Savings Certificates credit company sales vouchers or receipts National Insurance stamps affixed to cards and VAT purchase receipts shall be £250,000

**Exclusions**

This Extension shall not insure against loss –

- a) arising from fraud or dishonesty of the Insured’s Employees unless such loss be discovered within fourteen clear working days of the occurrence
- b) due to clerical or accounting errors
- c) from unattended motor vehicles
- d) of Money the property of the Post Office

**6 Personal Accident – Assault**

If the Insured or any Employee of the Insured within the age limits 16 to 70 years shall suffer bodily injury caused solely or directly as a result of robbery or any attempt thereat in the course of the Business the Company will pay compensation on the basis of the following Table of Compensations

<b>Table of Compensations</b>		
<b>1</b>	Death*	£10,000
<b>2</b>	Total Loss or permanent and total loss of use of one or more limbs*	£10,000
<b>3</b>	Total and irrecoverable loss of all sight in one or more eyes*	£10,000
<b>4</b>	For any period up to a maximum of 2 years of total disablement from engaging in usual occupation	£100 per week <small>(payable monthly)</small>
* Occuring within 2 years of sustaining the bodily injury		

Provided that

- i) compensation will not be payable under more than one of the items in the Table of Compensations for the same injury
- ii) no liability will attach to the Company for bodily injury arising from or influenced by any existing physical defect or infirmity or the medical condition of any person entitled to compensation hereunder or resulting from pregnancy or childbirth
- iii) this Extension shall not apply where the Business includes a sub post office

The insurance by this Extension is extended to pay for damage to cash carrying devices or clothing and personal effects belonging to the Insured or any Employee of the Insured up to a limit of £500 in respect of any one person

**7 Rent**

The Company will indemnify the Insured as tenant in respect of his legal liability to pay rent for the period not exceeding two years during which the Office is untenable as a result of any of the Insured Perils up to a maximum of 25% of the Sum Insured by this Section

**8 Temporary Removal of Documents**

The insurance by items 1b) and 1c) of the Property Insured extends to cover loss or damage (caused by any of the Insured Perils 1–9) whilst temporarily removed from the Office but remaining within Great Britain Northern Ireland the Channel Islands or the Isle of Man up to an amount of £1,000 any one loss

**9 Exhibitions**

Loss of or damage (caused by any of the Insured Perils 1–9) to Contents up to an amount of £2,000 whilst at any exhibition within Great Britain Northern Ireland the Channel Islands or Isle of Man

**10 Loss of Metered Water**

The unit cost of metered water at the current rate per cubic metre consumed as a direct result of loss or damage (caused by any of the Insured Perils 1–9) up to an amount of £2,500 in respect of any one claim

**11 Landscaped Gardens**

The cost of restoring any damage done to landscaped gardens for which the Insured is responsible by the Emergency Services in attending the Office as a result of any of the Insured Perils 1–9 up to a maximum of £1,000 in any one Period of Insurance

## Clauses Applicable to Sections 1 and 2

The Company shall indemnify the Insured in respect of the undernoted expenses necessarily incurred in reinstating damage to the Property Insured caused by any Insured Peril under Sections 1 and 2

### **A European Community and Public Authorities (Including Undamaged Property)**

Subject to the following Special Conditions the insurance by the Section extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of

a) European Community Legislation

or

b) Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-laws of any public authority (hereafter referred to as 'the Stipulations') in respect of

i) the lost destroyed or damaged property thereby insured

ii) undamaged portions thereof

#### **Excluding**

a) the cost incurred in complying with the Stipulations:

i) in respect of damage occurring prior to the granting of this Clause

ii) in respect of damage not insured by the Section

iii) under which notice has been served upon the Insured prior to the happening of the damage

iv) for which there is an existing requirement which has to be implemented within a given period

v) in respect of property entirely undamaged by an Insured Peril

b) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with any of the Stipulations not arisen

c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations

#### **Special Conditions**

1 The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the destruction or damage or within such further time as the Company may allow (during the said twelve months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the Company under this Clause not being thereby increased

2 If the liability of the Company under the Section apart from this Clause shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under the Section shall be reduced in like proportion

- 3 The total amount recoverable under any item of the Section in respect of this Clause shall not exceed
  - a) in respect of the lost destroyed or damaged property
    - i) 15% of its Sum Insured
    - ii) where the Sum Insured by the item applied to property at more than one premises 15% of the total amount for which the Company would have been liable had the Property Insured at the premises where the damage has occurred been wholly destroyed
  - b) in respect of undamaged portions of property (other than foundations) 15% of the total amount for which the Company would have been liable had the Property Insured by the items at the premises where the damage has occurred been wholly destroyed
- 4 The total amount recoverable under any item of the Policy shall not exceed its Sum Insured
- 5 All the terms and conditions of the Policy except insofar as they are varied hereby shall apply as if they had been incorporated herein

### **B Reinstatement Clause**

In the event of the Property Insured under Section 1 (Buildings) and Item 1 of Section 2 (Contents) being destroyed or damaged the basis upon which the amount payable hereunder is to be calculated shall be the reinstatement of the property lost destroyed or damaged

For this purpose 'reinstatement' means

- a) the rebuilding or replacement of property lost or destroyed which provided the liability of the Company is not increased may be carried out
  - i) in any manner suitable to the requirements of the Insured

- ii) upon another site
  - b) the repair or restoration of property damaged in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

### **Special Conditions**

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

### **C Architects Surveyors Legal and Consulting Engineers Fees**

Such fees as are necessarily incurred in the reinstatement or repair of the Property Insured consequent upon its destruction or damage but not for preparing any claim it being understood that the amount payable under the item shall not exceed in total its Sum Insured

### **D Removal of Debris**

Costs and expenses necessarily incurred by the Insured with the consent of the Company in

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up or propping

of the portion or portions of the Property Insured as a result of destruction or damage hereby insured against

The Company shall not pay for any costs or expenses

- i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to the site
- ii) arising from pollution or contamination of property not insured by Sections 1 and 2

The liability of the Company under this Extension and Sections 1 and 2 in respect of any item shall in no case exceed the Sum Insured thereby

### **E Temporary Removal Clause**

- a) The Property Insured is covered whilst temporarily removed for cleaning renovation repair or similar purposes elsewhere and in transit thereto and therefrom all in Great Britain and Northern Ireland

- b) The liability of the Company under this Clause in respect of each item of the Section for any destruction or damage occurring elsewhere than at the Office shall not exceed 10% of the Sum Insured by the item
- c) This Clause does not apply to property insofar as it is otherwise insured nor as regards losses occurring elsewhere than at the Office from which the property is temporarily removed to motor vehicles and motor chassis licensed for normal road use
- d) All the terms and conditions of the Policy except insofar as they are varied hereby shall apply as if they had been incorporated herein

### **F Capital Additions**

The insurance shall subject to the terms and conditions of the Policy extend to cover

- a) any newly acquired and/or newly erected buildings or buildings in course of erection (excluding any property for which a building contractor is responsible) and Contents insofar as the same are not otherwise insured

and

- b) alterations additions and improvements to buildings and Contents but not in respect of any appreciation in value

anywhere in the United Kingdom provided that

- i) at any one situation this cover shall not exceed 10% of the Sum Insured or £50,000 whichever is the greater
- ii) the Insured undertakes to give particulars of such extension of cover as soon as practicable and to effect specific insurance thereon retrospective to the date of the commencement of the Company's liability
- iii) the provisions of this Clause shall be fully maintained notwithstanding any specific insurance effected under ii) above

### **G Automatic Reinstatement of Sum Insured**

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In the event of a loss the Sum Insured hereby shall not be reduced by the amount of such loss provided that the Insured shall

- a) pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the Period of Insurance
- b) if the loss results from theft give effect to any additional protective devices which the Company may require for the further security of the Property Insured

### **H Notice of Unoccupancy**

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The Company must be notified in writing immediately any Office becomes unoccupied and a suitable extra premium paid if required

### **I Amount Excluded Aggregation Clause**

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Where a claim is to be dealt with under both Sections 1 and 2 and under the terms of the Policy the Insured is responsible for the first £300 of loss or damage under each Section The Company agree that the Insured will only be responsible for the first £300 of the claim in aggregate under Sections 1 and 2

## Section 3 – All Risks on Specified Items

### **A Indemnity**

The Company shall indemnify the Insured against loss of or damage to the property specified in the Schedule by any accident or misfortune occurring anywhere within Great Britain Northern Ireland the Channel Islands or Isle of Man and for up to fourteen consecutive days anywhere else in the world

#### **Excluding**

- a) the first £250 of each claim
- b) loss or damage by theft or any attempt thereat not involving entry to or exit from the Office by forcible and violent means
- c) any property otherwise insured
- d) loss or damage arising from wear and tear or from any process of cleaning dyeing restoring adjusting or repairing
- e) loss or damage arising from or attributable to the action of light or atmosphere moths parasites vermin corrosion dampness marring scratching bruising or deterioration
- f) loss or damage (other than by fire) to any machine or apparatus arising from mechanical or electrical breakdown or derangement or arising from adjustment maintenance or repair
- g) erasure or distortion of information on computer systems or their records
- h) Any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
  - i) the alteration modification distortion corruption of or damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) or
  - ii) any alteration modification distortion erasure corruption of data processed

by any such computer or other equipment or component or system or item

whether the property of the Insured 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 shall not exclude subsequent damage not otherwise excluded which itself results from a Defined Peril except for damage caused by malicious persons other than thieves

- i) loss by official confiscation or detention
- j) loss of or damage to Money documents securities motor vehicles caravans boats cycles household goods sports equipment contact or corneal lenses
- k) loss or damage by theft from an unattended motor vehicle unless such vehicle has been securely locked at all points of access

### **B Reinstatement**

Claims will be settled on the basis of the cost of repair or current replacement value without deduction for wear and tear provided that all necessary repairs or replacements are carried out without delay

### **C Condition of Average**

If at the time of any loss or damage the value of the Property Insured under any item is greater than its Sum Insured the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly

### **D Inflation Protection Clause**

The Company will adjust the Sum Insured in line with suitable indices of costs and the renewal premium for this Section will be based on the adjusted Sum Insured

**E Automatic Reinstatement of Sum Insured**

---

In the event of a loss the Sum Insured hereby shall not be reduced by the amount of such loss provided that the Insured shall

- a) pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the Period of Insurance
- b) if the loss results from theft give effect to any additional protective devices which the Company may require for the further security of the Property Insured

**F Limit of Liability**

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Subject to the provision of E Automatic Reinstatement of Sum Insured the maximum amount payable during any Period of Insurance under any item is the Sum Insured shown in the Schedule for the All Risks on Specified Items Section adjusted in accordance with the Inflation Protection Clause



## Section 4(a) – Business Interruption

### A Indemnity

In the event of loss as a result of interruption of or interference with the Business following loss or destruction or damage to the Office as a result of

- a) an Insured Peril under Section 2
- b) glass breakage

loss destruction or damage so caused being termed Damage for which payment shall have been made or liability admitted by an Insurer under any insurance covering the interest of the Insured in the property at the Office against such loss destruction or damage

provided that such Damage would not have been excluded by Section 1 (Buildings) or Section 2 (Contents) of this Policy

the Company shall indemnify the Insured against loss of Gross Income in accordance with the following provisions

- a) By paying for the Indemnity Period the amount by which the Gross Income during the Indemnity Period shall fall short of the Gross Income during the equivalent period immediately before the Damage
- b) By paying any reasonable additional expenses incurred in maintaining Gross Income during the Indemnity Period but not more than the loss avoided under a)

less any amount saved during the Indemnity Period in respect of reduced expenses due to the Damage

In adjusting the amount paid all variations or special circumstances affecting the Business shall be taken into account in order that the amount paid shall represent as nearly as practicable the results which would have been expected if the Damage had not occurred

If the Damage occurs in the first trading year the payment under a) shall be based on the Gross Income immediately prior to the loss

The Indemnity provided under this Section shall be void if the Business be wound up or carried on by a liquidator or receiver or permanently discontinued without the consent of the Company

No claim shall be payable under this Section unless the Insured

- i) shall take all action which may be reasonably practicable to minimise or check any interruption of or interference with the Business to avoid or diminish the loss
- ii) not later than 30 days after the expiry of the Indemnity Period (or within such further time as the Company may in writing allow) at his own expense deliver to the Company in writing a statement setting forth particulars of his claim

### **Exclusion**

This Section does not insure

Any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- a) the alteration modification distortion corruption of or damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) or
- b) any alteration modification distortion erasure corruption of data processed by any such computer or other equipment or component or system or item

whether the property of the Insured 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 shall not exclude subsequent damage not otherwise excluded which itself results from a Defined Peril except for damage caused by malicious persons other than thieves

### **Definitions**

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(Note For the purpose of any definition any adjustment implemented in current cost accounting shall be disregarded)

#### **Indemnity Period**

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

#### **Gross Income**

The money paid or payable to the Insured for professional services rendered in the course of the Business at the Office

### **B Professional Accountants Charges**

---

The Company shall indemnify the Insured in respect of reasonable charges payable by the Insured to his professional accountants for producing any particulars or details contained in the Insured's business books or such other proofs information or evidence as the Company may require under the terms of General Condition 4 and reporting that such particulars or details are in accordance with the Insured's business books or documents

### **C Alternative Trading Clause**

---

If during the Indemnity Period professional services shall be rendered elsewhere than at the Office for the benefit of the Business either by the Insured or by others on his behalf the money paid or payable in respect of such services shall be brought into account in arriving at the reduction of Gross Income during the Indemnity Period

### **D Value Added Tax**

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

### **E Automatic Reinstatement of Sum Insured**

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In the event of a loss the Sum Insured hereby shall not be reduced by the amount of such loss provided that the Insured shall

- a) pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the Period of Insurance
- b) if the loss results from theft give effect to any additional protective devices which the Company may require for the further security of the Property Insured

### **F Extensions of Cover**

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#### **1 Murder Suicide or Disease**

The Company shall indemnify the Insured in respect of Damage as defined in this Section resulting from interruption of or interference with the Business during the Indemnity Period following

- a) any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition) an outbreak of which the local authority has stipulated shall be notified to them manifested by any person whilst in the Office or within a 25 mile radius of it
- b) murder or suicide in the Office
- c) injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided in the Office
- d) vermin or pests in the Office
- e) the closing of the whole or part of the Office by order of a competent public authority consequent upon defect in the drains or other sanitary arrangements at the Office

The insurance by this Extension shall only apply for the period beginning with the occurrence of the loss and ending not later than three months thereafter during which the results of the Business shall be affected in consequence of the Damage

**2 Denial of Access**

This Section extends to include loss resulting from Damage as defined in this Section to property in the vicinity of the Office which shall prevent or hinder the use of the Office or access thereto whether the Office or property of the Insured therein shall be damaged or not (but excluding loss or destruction of or damage to property of any supply undertaking from which the Insured obtain electricity gas or water or telecommunications services which prevents or hinders the supply of such services)

**3 Suppliers**

This Section extends to include interruption of or interference with the Business caused by Damage as defined in this Section giving rise to destruction or damage at any premises of any of the Insured's suppliers within Great Britain Northern Ireland the Channel Islands or the Isle of Man

Provided that the liability of the Company under this Extension shall not exceed 5% of the Sum Insured by this Section or £25,000 whichever is the greater

**4 Documents**

This Section extends to include loss resulting from interruption of or interference with the Business arising out of Damage as defined in this Section to documents belonging to or held in trust by the Insured whilst temporarily at premises not in the occupation of the Insured or whilst in transit by road rail or inland waterway anywhere within Great Britain Northern Ireland the Channel Islands or the Isle of Man

**5 Failure of Public Supply**

This Section extends to include interruption of or interference with the Business caused by Damage as defined in this Section giving rise to destruction or damage to property at any

- a) generating station or sub station of the public electricity supply undertaking
- b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith
- c) water works and pumping stations of the public water supply undertaking
- d) land based premises of the public telecommunications undertaking

from which the Insured obtains electricity gas water or telecommunication services within Great Britain Northern Ireland the Channel Islands or the Isle of Man

**G Condition of Average**

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If the Sum Insured under this Section is less than the Gross Income in the twelve months (or a proportionately increased multiple thereof when the Indemnity Period exceeds twelve months) before the Damage then the amount payable shall be proportionately reduced

**H Limit of Liability**

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Subject to the provisions of E Automatic Reinstatement of Sum Insured the maximum amount payable during any Period of Insurance is the Sum Insured shown in the Schedule for the Business Interruption Section plus Professional Accountants Charges

## **Section 4(b) – Loss of Accounts Receivable**

### **A Indemnity**

In the event of any of the Insured's books of account or other business books or records at the Office being destroyed or damaged by

- a) an Insured Peril under Section 2
- b) glass breakage

so as to render it impossible for the Insured to obtain from Customers all the sums due to them and outstanding at the date of the destruction or damage

loss destruction or damage so caused being termed Damage for which payment shall have been made or liability admitted by an Insurer under any insurance covering the interest of the Insured in the property at the Office against such loss destruction or damage

provided that such Damage would not have been excluded by Section 1 (Buildings) or Section 2 (Contents) of this Policy

the Company shall indemnify the Insured in respect of loss of Accounts Receivable in accordance with the following provisions

- a) By paying the difference solely due to the Damage between the amount of the Accounts Receivable at the date of the Damage and the total amount received in payment of them during the twelve months after the Damage
- b) By paying any reasonable expenditure incurred in avoiding or diminishing the loss of Accounts Receivable but not more than the loss avoided under a)

The Indemnity provided under this Section shall be void if the Business be wound up or carried on by a liquidator or receiver or permanently discontinued without the consent of the Company

No claim shall be payable under this Section unless the Insured shall

- i) take all action which may be reasonably practicable to minimise or check any interruption or interference with the Business or to avoid or diminish the loss
- ii) at his own expense deliver to the Company in writing a statement setting forth particulars of his claim

### **Exclusions**

This Section does not insure Damage arising from

- a) mislaying or misfiling of records and tapes
- b) the deliberate act of the supply undertaking in restricting or withholding electricity supply
- c) Any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
  - i) the alteration modification distortion corruption of or damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) or
  - ii) any alteration modification distortion erasure corruption of data processed by any such computer or other equipment or component or system or item

whether the property of the Insured 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 shall not exclude subsequent damage not otherwise excluded which itself results from a Defined Peril except for damage caused by malicious persons other than thieves

### **Definitions**

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(Note For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded)

#### **Accounts Receivable**

The total amount of the balances debited to Customers in the Insured's accounts after equitable allowances have been made 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 time of the Damage) to Customers' accounts in the period between the commencement of the Period of Insurance and the date of the Damage

#### **Customers**

All customers of the Insured who obtain goods from or use the services of the Insured on a credit basis

### **B Professional Accountants Charges**

---

The Company shall indemnify the Insured in respect of reasonable charges payable by the Insured to his professional accountants for producing any particulars or details contained in the Insured's business books or such other proofs information or evidence as the Company may require under the terms of General Condition 4 and reporting that such particulars or details are in accordance with the Insured's business books or documents

### **C Condition of Average**

---

If the Sum Insured under this Section at the time of Damage is less than the total amount of the Accounts Receivable the amount payable shall be proportionately reduced

### **D Automatic Reinstatement of Sum Insured**

---

In the event of a loss the Sum Insured hereby shall not be reduced by the amount of such loss provided that the Insured shall

- a) pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the Period of Insurance
- b) if the loss results from theft give effect to any additional protective devices which the Company may require for the further security of the Property Insured

### **E Limit of Liability**

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Subject to the provisions of D Automatic Reinstatement of Sum Insured the maximum amount payable during any Period of Insurance is the Sum Insured shown in the Schedule for the Accounts Receivable Section plus Professional Accountants Charges

## Section 5 – Business Liability

### Sub Section 1 – Employers Liability Indemnity

The Company will indemnify the Insured against all sums that the Insured shall become legally liable to pay as damages together with costs and expenses shown below in respect of Injury sustained within the Territorial Limits during the Period of Insurance by any Employee arising out of his employment by the Insured in the course of the Business

#### Limit of Indemnity

The liability of the Company under this Sub Section for damages costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured arising out of one event shall not exceed the amount stated in the Schedule

Costs and expenses shall be deemed to mean

- 1 costs and expenses of claimants for which the Insured is legally liable
- 2 other costs and expenses incurred with the Company's written consent in respect of any claim which may be the subject of indemnity under this Sub Section
- 3 solicitors fees incurred with the Company's written consent for
  - a) defence in any Court of Summary Jurisdiction of any proceedings brought against the Insured in respect of breach or alleged breach of any statutory duty resulting in Injury
  - b) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death which may be the subject of indemnity under this Sub Section

- 4 legal costs and expenses incurred by the Insured and at the request of the Insured any director or Employee with the Company's written consent and costs awarded against the Insured or director or Employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Insurance under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that

- a) the proceedings relate to the health safety or welfare of Employees
- b) the Company will not indemnify the Insured in respect of
  - i) fines or penalties
  - ii) costs and expenses insured by any other policy

#### Right of Recovery

This insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain Northern Ireland the Channel Islands or the Isle of Man but the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law

**Unsatisfied Court Judgements**

This Sub Section shall extend to include the following

In the event of Injury to an Employee sustained during the Period of Insurance and arising out of his employment by the Insured in the course of the Business which results in a judgement for damages being obtained by such Employee or his personal representatives and which remains unsatisfied in whole or in part six months after the date of such judgement the Company will at the request of the Insured pay to the Employee or his personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that

- a) the judgement for damages is obtained
  - i) in a court of law within Great Britain Northern Ireland the Channel Islands or the Isle of Man
  - ii) against a company partnership or individual other than the Insured conducting a business at or from premises within the territories described in a) i) above
- b) there is no appeal outstanding
- c) the judgement relates to Injury which would otherwise be within the terms of the Policy
- d) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgement to the Company

**Radioactive Contamination**

So far as concerns the liability of any principal or liability assumed by the Insured under agreement and which would not have attached in the absence of such agreement this Sub Section shall not apply to any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

**Vehicles**

This Sub Section does not provide indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act legislation

**Sub Section 2 - Public Liability Indemnity**

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The Company will indemnify the Insured against all sums that the Insured shall become legally liable to pay as damages and costs and expenses of claimants in respect of accidental

- a) Injury to any person
- b) loss of or damage to material property
- c) obstruction trespass nuisance or interference with any right of way air light or water or other easement
- d) wrongful arrest detention imprisonment or eviction of any person or invasion of the right of privacy

occurring within the Territorial Limits during the Period of Insurance

- i) happening in the course of the Business or
- ii) caused by the Products

**Limit of Indemnity**

The liability of the Company for all damages payable to any claimant or number of

claimants as a result of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule but the Limit of Indemnity shall be the maximum amount payable in any one Period of Insurance in respect of liability arising out of the Products

**Costs**

The Company will in addition

- 1 pay all other costs and expenses incurred with its written consent in respect of any claim which may be the subject of indemnity under this Sub Section
- 2 pay solicitors fees incurred with its written consent for
  - a) defence in any Court of Summary Jurisdiction of any proceedings brought against the Insured in respect of breach or alleged breach of any statutory duty resulting in Injury
  - b) representation at a Coroners Court or Fatal Accident Inquiry in respect of any deathwhich may be the subject of indemnity under this Sub Section
- 3 indemnify the Insured and at the request of the Insured any director or Employee in respect of legal costs and expenses incurred with the Company's written consent and costs awarded against the Insured or director or Employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Insurance under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that
  - a) the proceedings relate to the health safety or welfare of persons other than Employees

- b) the Company will not indemnify the Insured in respect of
  - i) fines or penalties
  - ii) costs and expenses insured by any other policy
- 4 indemnify the Insured in respect of legal costs and expenses incurred with the Company's written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of the Consumer Protection Act 1987 provided that
  - a) the proceedings relate to an offence alleged to have been committed in the course of the Business during the Period of Insurance
  - b) the Company will not indemnify the Insured in respect of
    - i) fines or penalties
    - ii) costs and expenses insured by any other policy

**Exclusion and Limitation Clause –  
Pollution or Contamination –  
applicable to Sub Section 2**

- a) This Sub Section excludes all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance  

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- b) The liability of the Company for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule
- c) For the purpose of this Clause "Pollution or Contamination" shall be deemed to mean



- i) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere
- and
- ii) all loss or damage or injury directly or indirectly caused by such Pollution or Contamination

**Exclusions to Sub Section 2**

The Company shall not be liable for any claim in respect of

- a) Injury to any Employee
- b) loss or damage to
  - i) property belonging to the Insured
  - ii) property which is leased let rented hired or lent to or which is the subject of a bailment to the Insured
- c) the costs of remedying any defect or alleged defect in land or premises sold or disposed of by the Insured or for any reduction in value thereof
- d) the ownership possession or use by or on behalf of the Insured of any craft (air or waterborne) or mechanically-propelled vehicles (including power assisted cycles) other than mechanically-propelled garden implements used within the grounds of the Office
- e) work on offshore installations
- f) lack of care or skill in the giving of professional or other advice or treatment (other than first aid treatment)
- g) work away from the Office other than commercial duties collection or delivery work
- h) any action for damages brought in a Court of Law of any territory outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in which the Insured has a branch or subsidiary or is represented by a party domiciled in such territory or by a party holding the Insured's Power of Attorney
- i) liability assumed by the Insured under agreement unless the conduct and control

of claims is vested in the Company but indemnity shall not in any event apply to

- a) liquidated damages fines or penalties
- b) legal liability which attaches by virtue of an express warranty indemnity or guarantee given or entered into by the Insured in connection with any Products Supplied and which would not have attached in the absence of such warranty or guarantee
- j) the first £100 of each and every claim for damage to property
- k) Injury or loss or damage to property caused by or in connection with anything sold or supplied by the Insured which to the knowledge of the Insured are directly or indirectly exported to the United States of America or Canada
- l) anything (other than the Products) that the Insured has sold or supplied

**Cross Liabilities**

If more than one Insured is referred to in the Policy Schedule this Sub Section shall apply to each one as if a separate Policy had been issued to each provided that the total amount of indemnity payable to all parties in respect of damages shall not exceed the Limit of Indemnity

**Defective Premises Act**

The Company will indemnify the Insured in respect of Injury or loss or damage to property which the Insured may incur as owner by virtue of the Defective Premises Act 1972 in connection with any premises which have been disposed of by the Insured and which prior to disposal were occupied by the Insured in connection with the Business

Provided that the Company shall not be liable for

- a) any liability for which the Insured is entitled to indemnity under any other policy of insurance
- b) Injury or loss or damage happening prior to such disposal

- c) the cost of repairing replacing or reinstating any defect giving rise to such claim or for the rectification of faulty workmanship

**Contingent Motor Liability**

Notwithstanding Exclusion d) of this Sub Section the Company shall indemnify the Insured against legal liability in respect of Injury loss or damage arising out of the use in connection with the Business of any motor vehicle not owned or provided by the Insured

The indemnity will not apply to legal liability

- a) in respect of loss or damage to such vehicle or to goods conveyed therein or thereon
- b) in respect of Injury loss or damage arising while such vehicle is being
  - i) driven by the Insured
  - ii) driven with the general consent of the Insured or of his representative by any person who to the knowledge of the Insured or his representative does not hold a licence to drive a vehicle unless such person has held and is not disqualified from holding such a license
  - iii) used elsewhere than in Great Britain Northern Ireland the Channel Islands or the Isle of Man
- c) in respect of which the Insured is entitled to indemnity under any other insurance

**Tenants Liability**

If the Office is leased let rented hired or lent to the Insured Exclusion b) ii) of this Sub Section shall not apply provided that the indemnity will not apply to legal liability in respect of

- a) loss or damage arising under agreement unless liability would have attached to the Insured in the absence of such agreement
- b) the first £100 of any claim caused otherwise than by fire or explosion

- c) loss or damage caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by or on behalf of the Insured

In addition the Company will indemnify the Insured for legal liability in respect of all sums which the Insured may be legally liable to pay as tenant for the cost of repairing accidental damage to cables and underground pipes and drains (and their inspection covers) on the premises of the Office or connecting them to the public mains

**Overseas Personal Liability**

The Company shall indemnify the Insured and if the Insured so requests any director or partner of the Insured or any Employee or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

The indemnity will not apply to legal liability

- a) arising out of the ownership or occupation of land or buildings
- b) in respect of which any person referred to above is entitled to indemnity under any other insurance

Subject otherwise to the terms exclusions and conditions of this Policy

**USA and Canada**

Insofar as this Policy applies to legal liability arising in the United States of America or Canada or if an action for damages is commenced therein or if any subsequent action in connection therewith is brought elsewhere in the world

- 1 the liability of the Company in respect of all damages payable together with costs and expenses of claimants and all other costs and expenses incurred with the Company's written consent shall not exceed the Limit of Indemnity

- 2 the indemnity will not apply in respect of punitive damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages or by way of fines and penalties

**Discharge of Liability**

The Company may pay the Limit of Indemnity or any lesser amount for which any claim or claims against the Insured can be settled and the Company shall be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment

**Extensions to Sub Sections 1 and 2**

**1 Additional Persons Insured**

- 1 In the event of the death of any person entitled to indemnity under this Section the Company will indemnify in the terms of this Policy the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- 2 At the request of the Insured the Company will indemnify in the terms of this Section
- a) i) any principal in respect of liability arising out of the performance by the Insured of any agreement entered into by the Insured with the principal to the extent required by such agreement
- ii) any director of the Insured or Employee in respect of liability arising in connection with the Business

provided that the Insured would have been entitled to indemnity under the Section if the claim had been made against the Insured

- b) i) any officer committee or member of the Insured's canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
- ii) any director or senior official of the Insured in respect of private work undertaken by any Employee for such director or senior official

provided that

- i) each person shall as though he were the Insured observe fulfil and be subject to the terms of this Policy insofar as they can apply
- ii) the Company shall retain the sole conduct and control of all claims
- iii) where the Company is required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not under Sub Section 2 exceed the Limit of Indemnity

**2 Compensation for Court Attendance**

In the event of any of the undermentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company shall provide compensation to the Insured at the following rates per day for each day on which attendance is required

- a) any director or partner of the Insured £100
- b) any Employee £50

## Section 6 – Computer Breakdown

### Property Insured

#### Item 1 Computer Equipment

Computer and auxiliary equipment used for electronic processing communication and storage of data including

- a) fixed disks interconnecting wiring and telecommunications systems
- b) temperature and environmental control equipment power supply voltage regulating and other protective equipment used exclusively in connection with the Computer Equipment

#### Item 2 Computer Records

All current and back up computer records (excluding fixed disks and paper records of any description) incorporating stored programs and/or information stored thereon the property of the Insured or leased hired or rented to the Insured on the premises or anywhere within Great Britain Northern Ireland the Channel Islands or the Isle of Man

### A Insured Perils

The Company shall indemnify the Insured against loss or damage to Property Insured caused by the undernoted perils

- 1 breakdown or failure of any part of the Computer Equipment or Computer Records whilst in ordinary use arising from either mechanical or electrical defect causing a stoppage of normal functions
- 2 failure or fluctuation of the supply of electricity to the Computer Equipment
- 3 erasure destruction corruption or distortion of software contained or data stored on fixed disks or Computer Records

#### Excluding

- 1 loss destruction or damage to the Property Insured
  - a) occasioned by its own breakdown unless there is in force an Approved Maintenance Agreement providing a

minimum service of on call remedial and or corrective maintenance at inclusive costs

- b) for which any manufacturer supplier agent or maintenance undertaking is responsible under the terms of a guarantee or maintenance agreement
- c) for which the Insured is relieved of responsibility under any rental hire or lease agreement
- d) caused by any of the Insured Perils stated in Section 2 Contents of the Office whether insured or not
- e) caused by or consisting of wear and tear deterioration due to atmospheric or climatic conditions but this Exclusion shall not apply to subsequent loss destruction or damage which itself results from a cause not otherwise excluded
- f) caused by a deliberate act of a supply undertaking in withholding the supply of electricity or telecommunication services unless for the sole purpose of safeguarding life
- g) caused by the inability of the supply undertaking to maintain the supply system due to industrial action by its employees
- h) caused by the use of telecommunications equipment which is not approved by the telecommunications authority
- i) caused by it undergoing any process of production packaging treatment testing commissioning servicing or repair
- j) caused by the use of unproven software which has not been finalised or which has not passed all the testing procedures or which has not been successfully proven

- k) caused by programming errors or design defects in software
- 2 The first £250 of each and every loss
- 3 a) Any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
  - i) the alteration modification distortion corruption of or damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) or
  - ii) any alteration modification distortion erasure corruption of data processed by any such computer or other equipment or component or system or item

whether the property of the Insured 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 shall not exclude subsequent damage not otherwise excluded which itself results from a Defined Peril except for damage caused by malicious persons other than thieves
- b) in respect of paragraph F Extensions of Cover any loss cost or expense incurred in consequence directly or indirectly of programming or operator error Virus or Similar Mechanism or Hacking

## **B Inflation Protection Clause**

The Company will adjust the Sum Insured in line with suitable indices of costs and the renewal premium for this Section will be based on the adjusted Sum Insured

## **C Limit of Liability**

The maximum amount payable during any Period of Insurance including any payment made under the Special Conditions is

### **Item 1 Computer Equipment**

the Sum Insured shown in the Schedule adjusted in accordance with the Inflation Protection Clause

### **Item 2 Computer Records**

£5,000

## **D Reinstatement Clause**

In the event of loss damage or destruction to Item 1 the basis upon which the amount payable hereunder is to be calculated shall be the reinstatement value of the property lost destroyed or damaged

For this purpose 'reinstatement' means

- a) the rebuilding or replacement of property lost or destroyed which provided the liability of the Company is not increased may be carried out
  - i) in any manner suitable to the requirements of the Insured
  - ii) upon another site
- b) the repair or restoration of property damaged in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

### **Special Conditions**

- 1 The liability of the Company for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed
- 2 If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this Clause exceeds its Sum Insured at the commencement of any

destruction or damage the liability of the Company shall not exceed that proportion of the amount of the destruction or damage which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time

- 3 No payment beyond the amount which would have been payable in the absence of this Clause shall be made
  - a) unless reinstatement commences and proceeds without unreasonable delay
  - b) until the cost of reinstatement shall have been actually incurred
  - c) if the Property Insured at the time of its loss destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement
- 4 All the terms and conditions of the Policy shall apply
  - a) in respect of any claim payable under the provisions of this Clause except insofar as they are varied hereby
  - b) where claims are payable as if this Clause had not been incorporated

### **E Subrogation Waiver**

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The Company agrees to waive any rights of subrogation against any user of the Computer Equipment provided that

- a) such user has the authority of the Insured to use the Computer Equipment
- and
- b) such user shall as if they were the Insured observe fulfil and be subject to the terms Exclusions and Conditions of this Section

### **F Extensions of Cover**

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In addition the Insured will be indemnified against

#### **1 Additional Expenditure**

The additional expenditure necessarily and reasonably incurred by the Insured to

- a) prevent or minimise the interruption of or interference with the work normally carried out by or on the Computer Equipment
- b) recompile or restore data or software or replace third party proprietary software in direct consequence of loss or damage to Property Insured caused by Insured Peril 1 (exclusion f shall not apply)

Provided that the liability of the Company does not exceed £10,000 in any one Period of Insurance

#### **2 Incompatibility of Computer Records**

The costs of

- a) modification of the Computer Equipment
- or
- b) replacement of Computer Records together with reinstatement of programs and/or information thereon whichever is the lesser amount to achieve compatibility in the event that the loss of Computer Equipment has resulted in undamaged Computer Records being incompatible with the replacement Computer Equipment

Provided that the liability of the Company does not exceed £5,000 in any one Period of Insurance

#### **3 Additional Rental**

The additional rental arising out of the replacement of a lease/hire agreement in respect of the Property Insured by a new contract for a similar property consequent upon loss or damage insured by this Section

Provided that the liability of the Company shall not exceed £5,000 in any one Period of Insurance

## Section 7 – Terrorism Insurance

In consideration of the payment of the Premium in respect of the Period of Insurance the cover provided under the Sections shown under the Terrorism Section of the Schedule of this Policy is extended to include loss destruction or damage to the Property Insured or Damage occasioned by or happening through or in consequence of Terrorism as hereinafter defined for the purposes of this Section 7

Terrorism is defined for the purposes of this Section 7 only as:

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

A Provided always that the insurance provided by this Section 7 is subject to the following exclusions:

1) War Risks Exclusion

This insurance does not cover damage occasioned 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

2) Electronic Risks Exclusion

This insurance does not cover any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- i) the alteration modification distortion corruption of or damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) or

any alteration modification distortion erasure corruption of data processed by any such computer or other equipment or component or system or item

whether the property of the Insured or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack

3) Excluded Property

This insurance does not cover any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from loss destruction or damage in respect of:

- i) any property located outside England Wales and Scotland or in the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987
- ii) any nuclear installation or nuclear reactor
- iii) any property which is specifically excluded elsewhere in this Policy
- iv) 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

B This Terrorism Section is also subject to the following terms and conditions:

- 1) In any action or other proceedings where the Company alleges that any damage is not covered by this Terrorism Section the burden of proving that such damage is covered shall be upon the Insured

- 2) The Companys liability in respect of all losses arising out of any one occurrence and in the aggregate in any one Period of Insurance shall not exceed the limits as otherwise specified under this Policy
- 3) The insurance provided by this Terrorism Section is subject otherwise to all the terms definitions conditions and provisions of this Policy



## Section 8 – Legal Expenses

### **The Cover**

The Company agrees to indemnify the Insured against Legal and Professional Expenses and Awards of Compensation as specified in this Section and the Schedule

The Company will only indemnify the Insured against claims made brought or commenced within the Territorial Limits in respect of activities within the scope and extent of the Business of the Insured The Company will not be liable to indemnify the Insured in respect of claims made in respect of or relating to or arising out of the Exclusions specified in this Policy

This is a 'claims made' Section of the Policy It only covers claims notified to the Company during the Period of Insurance

### **Limits of Liability**

The maximum liability of the Company under this Section is limited to

- 1 £50,000 Any One Claim
- 2 £500,000 All claims or legal proceedings made and or notified during the Period of Insurance

### **Covers Applicable to this Section**

#### **1 Contract Disputes**

Legal Expenses incurred by reason of the defence or pursuit of legal proceedings in a contractual dispute with a Contracting Party where the contract is for the sale or hire of goods or the supply of a service within the Sale of Goods Act 1979 the Supply of Goods and Services Act 1982

- a) Legal Expenses incurred in the pursuit of a dispute shall be limited to 75% of the amount in dispute
- b) the amount in dispute exceeds £250 and is less than £5,000
- c) where the dispute relates to monies owed to the Insured and liability for the debt is not contested the Insured refers the debt to the Debt Collection Service within thirty days of the Due

Date and agrees use of the service shall be paid for by the Insured If the Debt Collection Service exhausts its normal recovery procedure and recommends to the Company legal proceedings are necessary the Insured shall immediately submit a claim under this Section

#### **Exclusions applicable to**

##### **1 Contract Disputes**

- a) the first £250 of Legal Expenses incurred in Any One Claim
- b) breach or alleged breach of the duty of a professional
- c) bills of exchange credit and securities or guarantee or contracts governed by or disputes relating to the Consumer Credit Act 1974
- d) assignment agency franchise or bailment other than hire
- e) employment disputes or any dispute in respect of a contract of service
- f) landlord and tenant disputes
- g) any dispute to be determined at Arbitration
- h) construction contracts as defined by the Housing Grants Construction and Regeneration Act 1996
- i) insurance contracts
- j) disputes arising out of motor vehicles

##### **2 Employment Disputes**

- a) Legal Expenses incurred by the Insured in defending legal proceedings following a dispute with an Employee ex Employee or prospective Employee concerning their contract of employment with the Insured or a breach of employment related legislation and

- b) Awards of Compensation in respect of such legal proceedings *provided in respect of a) – g) below the Insured has sought and followed with due diligence the advice of the Legal Advice Line as to the procedure to be adopted and has received specific authorisation from the Legal Advice Line*
- a) prior to carrying out any disciplinary procedure or action
- b) prior to the dismissal of an Employee
- c) prior to implementing a redundancy programme and prior to making an Employee redundant
- d) upon notification formally or informally of a grievance from an Employee
- e) upon notification formally or informally of a complaint of sexual racial or religious discrimination or discrimination relating to disability or sexual orientation
- f) prior to any adverse variation of the terms of conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in an Employee's remuneration)
- g) on becoming aware of any event or circumstance that may be deemed to be constructive dismissal including absence from work following an Employee walking out with or without notice

**Exclusion applicable to 2 Employment Disputes**

- a) Legal Expenses and Awards of Compensation under any contractual or legislative provision insofar as any claim arises from or is connected with any business transfer falling within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 1981 or the Acquired Rights Directive

**3 Criminal Prosecution Defence**

Legal Expenses incurred in defending a prosecution in a court of criminal jurisdiction including an appeal by the Insured against the service of an Improvement or Prohibition Notice under the Health & Safety at Work Act 1974 or the Food Safety Act 1990

**Exclusions applicable to 3 Criminal Prosecution Defence**

- a) the ownership possession hire or use of a motor vehicle
- b) any prosecution relating to or arising from investigations by the Inland Revenue HM Customs and Excise or the Department of Social Security
- c) any prosecution alleging violence or dishonesty

**4 Property Disputes**

Legal Expenses incurred in the pursuit or defence of legal proceedings in respect of

- a) a dispute over the possession of freehold or leasehold Property
- b) a dispute in respect of actual or alleged negligence nuisance or damage to Property including fixtures and fittings

provided the Insured will suffer financial loss if the Insured fails to pursue or defend the claim or legal proceedings

**Exclusions applicable to 4 Property Disputes**

- a) mining or other subsidence or heave however caused
- b) a contract other than agreement for use
- c) any dispute relating to rent or service charges tax planning or building regulations/decisions compulsory purchase orders or renewal of a contract for use

**5 Data Protection**

Legal Expenses incurred in defending legal proceedings arising out of the Data Protection Act 1998 including an appeal by the Insured against a refusal of an application for registration or alteration of registered particulars or an appeal against an Enforcement Deregistration or Transfer Prohibition Notice The Company further agrees to indemnify the Insured against compensation awards which the Insured is ordered to pay consequent upon the holding loss or unauthorised disclosure of data as defined in Section 13 of the Data Protection Act 1998 Provided that any compensation award follows the unsuccessful defence of an action arising out of the Data Protection Act 1998 to which the Company has consented

**6 Tax Protection**

Professional Expenses incurred by the Insured in any Inland Revenue Investigation or VAT Dispute against the Insured in respect of

**Sub-Section 6A – Inland Revenue Investigations**

- a) representation of the Insured in an Inland Revenue detailed investigation ('Full Enquiry') into an Insured's Self Assessment Return only insofar as the enquiry relates to the Insured's business affairs
- b) representation of the Insured at an Inland Revenue Employer Compliance dispute into the business's PAYE returns
- c) appeals by the Insured at an Inland Revenue Commissioner's Hearing ('Hearing') following a claim in respect of a) and b) above and at an appeal against a decision following such Hearing

provided that

- i) in the case of a Full Enquiry the Inland Revenue has issued a Notice which (1) is issued under either S9A Taxes Management Act 1970 ('TMA 1970') or S12AC TMA 1970 or S24 (1) Schedule 18 Finance Act 1998 and (2) has requested the examination of all the Insured's business books and records
- ii) in the case of an Employer Compliance dispute there is a reasonable prospect of reducing the liabilities alleged by the Inland Revenue and the dispute follows an audit visit by the Inland Revenue
- iii) the Company has consented to representation at a Hearing and any subsequent appeal

**Sub-Section 6B – VAT Disputes**

- a) representation of the Insured in respect of the local review procedure in order to reach agreement with HM Customs and Excise
- b) representation of the Insured at a VAT and Duties Tribunal
- c) representation of the Insured at an appeal against a VAT and Duties Tribunal decision

provided that

- i) a written decision assessment or statement of alleged arrears has been made by HM Customs and Excise into Value Added Tax and/or Value Added Tax default surcharges and misdeclaration penalties
- ii) the dispute follows a control visit by HM Customs and Excise and there is a reasonable prospect of reducing the liabilities alleged by HM Customs and Excise
- iii) the Company has consented to representation at a VAT and Duties Tribunal and any subsequent appeal

**Exclusions applicable to**

**6 Tax Protection**

- a) technical or routine treatment of matters not connected with nor arising out of an expression of dissatisfaction with the Insured's affairs
- b) the defence of a criminal prosecution
- c) taxation proceedings which arise out of negligent misstatements or omissions made by or on behalf of the Insured in respect of returns or accounts or where there has been a lack of reasonable care in the keeping of business books and records
- d) any claim or proceedings which result solely from investigation of earlier accounts or records
- e) any claim made where the Corporation Tax Self Assessment Return is submitted outside the statutory time limits and/or in a penalty position under Part II Schedule 18 Finance Act 1998
- f) any claim made where the Income Tax Self Assessment Return is submitted outside the statutory time limits and/or in a penalty position under S7TMA1970 and/or S93TMA1970
- g) the preparation and/or correction of Self Assessment Returns accounts Income Tax Returns P11Ds P35s VAT returns or any other statutory returns
- h) any investigation undertaken by any of the Special Compliance Offices and Special Investigations Section of the Inland Revenue or any enquiry under Section 60 of the VAT Act 1994 or matters handled by the National Investigations Service of HM Customs and Excise Investigation Office

- i) an enquiry into the validity of a claim for Working Families Tax Credit or a dispute concerning the payment of the Working Families Tax Credit by an employer
- j) any dispute in connection with the payment of the National Minimum Wage
- k) a dispute or enquiry in respect of the non-compliance with the IR35 legislation

**7 Statutory Licence**

Legal Expenses incurred in the defence of the suspension revocation imposed alteration of or refusal to renew a licence or certificate of registration issued under statute or statutory instrument or by government or local authority to the Insured provided that

- a) such licence or certificate of registration is necessary to engage in the Business activity of the Insured and has been declared to the Company in the Proposal or Renewal Declaration
- b) the Insured has sought the advice of the Legal Advice Line as to the procedure to be adopted immediately upon receipt of any verbal or written warning from a person in authority which in any way either directly or indirectly affects or may affect the Insured's licence or certificate of registration and has acted on all such advice with due diligence

**Exclusions applicable to**

**7 Statutory Licence**

- a) the first £250 of Legal Expenses incurred in Any One Claim
- b) disciplinary or internal hearings conducted by authorities charged with the regulation of the Insured in the performance of Professional Duty nor for any appeal

- c) any claim or legal proceedings arising out of an alteration or refusal to renew a licence or certificate of registration which is imposed by Act of Parliament
- d) any costs incurred in complying with a notice or order whether incidental or not
- e) any claim or legal proceedings arising out of the use or ownership of a motor vehicle

**General Exclusions Applicable to Section 8**

- 1** The defence of the Insured in civil legal proceedings arising from
  - a) injury or disease
  - b) loss destruction or damage of or to property
  - c) alleged breach of any Professional Duty
  - d) any tortious liability (other than as specified in Cover 4 Property Disputes)
- 2** Any claim or legal proceedings made brought or commenced outside the Territorial Limits
- 3** Legal Expenses or Professional Expenses incurred without the Company's prior written consent
- 4** Fines or other penalties imposed by a court or tribunal
- 5** Any dispute with Government or Local Authority departments concerning the imposition of statutory charges
- 6** Disputes between Insureds as specified in the Schedule or any endorsement thereto or with any parent or subsidiary company or partner
- 7** Any claim arising out of the deliberate conscious intentional or negligent disregard by the Insured of the need to take all reasonable steps to avoid and prevent claims or legal proceedings
- 8** Any claim arising out of intellectual property or breach of confidentiality or passing off actions whether related to intellectual property or not
- 9** Any Legal Expenses incurred in connection with a judicial review
- 10** Any claim relating to or arising from any cause event or circumstance occurring prior to or existing at inception of this Policy and which the Insured knew or ought reasonably to have known may give rise to a claim dispute or legal proceeding by or against the Insured
- 11** Legal Expenses or Professional Expenses incurred by the Appointed Representative for the routine presentation of the Insured's affairs or for matters which go beyond the immediate scope of the claim or legal proceedings
- 12** Appeals arising out of legal proceedings to which the Company has not granted consent
- 13** Any claim or legal proceedings in respect of which the Insured is or but for the existence of this Certificate would be entitled to indemnity under any other insurance policy or legal aid certificate or representation order
- 14** Any claim consequential loss legal liability or any loss or damage to property directly or indirectly caused by or contributed to by seepage pollution or contamination of any kind
- 15** Any dispute between the Insured the Company or the Appointed Representative

**Special Conditions for Claims Settlement Applicable to Section 8**

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**1 Claims Procedure**

The Company is to be notified in writing immediately the Insured becomes aware of any cause event circumstance dispute or investigation which has given rise or may give rise to a claim or legal proceedings involving the Insured

For queries in this regard please contact 0870 600 1489

**2 The Company's Consent**

It is a condition precedent to the Company's liability for Legal Expenses Professional Expenses or Awards of Compensation that the Company's consent to incur Legal Expenses or Professional Expenses must firstly be obtained in writing The Company will grant consent if the Insured can satisfy the Company

- a) it is reasonable to incur Legal Expenses or Professional Expenses and
- b) i) the Insured has reasonable prospects of recovery of damages or other remedy  
or  
ii) the Insured has reasonable prospects of a successful defence  
or  
iii) where the Insured enters a guilty plea in respect of a criminal prosecution (Part 3) there are reasonable prospects of significant mitigation of the Insured's fines or penalties

If during the course of the claim the Insured ceases to satisfy the Company in respect of a) and b) above indemnity will be withdrawn in respect of Legal Expenses and Awards of Compensation and Professional Expenses

The Company at its discretion may require the Insured to obtain an opinion from Counsel at the Insured's expense as to the merits of a claim or legal proceedings

If the Insured elects to proceed with the pursuit or defence of a claim or legal proceedings to which the Company's consent has been refused through lack of reasonable prospects and if the Insured is successful in such pursuit or defence the Company will indemnify Legal Expenses or Professional Expenses incurred after the Company has refused consent as if consent had been granted

**3 Conduct of Claim**

**a) Choice of Appointed Representative**

Where recourse is necessary to a lawyer and proceedings are issued the Insured is free to choose an Appointed Representative with the Insured paying the first £1000 of Legal Expenses incurred in respect of Any One Claim

In all other cases the Company will choose an Appointed Representative to act on behalf of the Insured in any claim

The name and address of the Appointed Representative the Insured proposes to instruct must be notified in writing to the Company The Company may accept such nomination provided the Company is satisfied the nominated Appointed Representative will co-operate and enable the Insured to comply with the terms of this Policy and provided the Company and the nominated Appointed Representative reach agreement as to the Appointed Representative's fees

In all cases the Appointed Representative shall be appointed in the name of and on behalf of the Insured

**b) Disclosure to the**

**Appointed Representative**

The Insured must give to the Appointed Representative 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's possession. The Insured must provide, obtain or execute all documents as necessary and attend meetings or conferences as requested. Cover may be withdrawn if the Insured fails to co-operate at all or within a reasonable time with the Appointed Representative's requests.

**c) The Company's Access to Information**

The Company is entitled to receive from the Appointed Representative any information, document or advice in connection with any claim or legal proceedings, even if privileged. On request, the Insured will give to the Appointed Representative any instructions necessary to secure the required access.

**d) Recovery of Costs and Payment of Legal Expenses and Professional Expenses**

All bills the Insured receives from the Appointed Representative must be forwarded to the Company without delay. If the Company so requires, the Insured must ask the Appointed Representative to submit the bill of costs for assessment or certification by the appropriate Law Society or court.

The Insured is responsible for payment of all Legal Expenses, Professional Expenses or Awards of Compensation. The Company will reimburse the Insured or may settle these directly if requested by the Insured to do so.

The Insured must not enter into any agreement with the Appointed Representative as to the basis of calculation of Legal Expenses without the Company's written consent.

Whenever the Insured is awarded costs or under the terms of any settlement where costs are included, those costs are to be repaid to the Company, whether actually recovered or not.

The Insured and their 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, the Insured agrees that a fair and reasonable proportion of that settlement will be deemed costs and due to the Company.

**e) Value Added Tax**

If the Insured is registered for VAT, the Company will not pay the VAT element of any Legal Expenses or Professional Expenses bills.

**f) Instruction of Counsel and Experts**

If in the course of any claim or legal proceedings the Appointed Representative wishes to instruct Counsel or an expert, their name and an explanation of the necessity for such instruction must be submitted to the Company for consent to the proposed instruction, which will not be unreasonably withheld.

**g) Offer of Settlement**

It is a condition precedent to the Company's liability hereunder that the Insured must inform the Company in writing as soon as an offer to settle a claim or legal proceedings is received and before the Insured proposes to make an offer. In any settlement, the Insured must have regard to Legal Expenses or Professional Expenses incurred or likely to be incurred and the

recovery thereof Under no circumstances must the Insured enter into any agreement to settle without the Company's prior written consent which will not be unreasonably withheld If the Insured unreasonably rejects an offer of settlement that the Company recommends acceptance of no further indemnity shall be provided by the Company

**4 Appeal Procedure**

If following legal proceedings to which the Company has consented the Insured wishes to appeal against the judgment or decision of a court or tribunal the grounds for such appeal must be submitted to the Company through the Appointed Representative immediately or as soon as practicable so the Company may consider whether to consent to such further action If an appeal is lodged against a judgment or decision of a court or tribunal made in favour of the Insured following legal proceedings to which the Company has consented the Insured must notify the Company immediately in order that cover shall continue The Company will inform the Appointed Representative of its decision If the Company so requires it the Insured must co-operate in an appeal against the judgment or decision of a court or tribunal

**5 Insolvency or Liquidation of the Insured**

If the Insured becomes insolvent or is placed in liquidation during the course of any claim or legal proceedings to which the Company has consented the Company shall reserve the right to withdraw that consent The Insured shall be deemed insolvent or in liquidation upon the appointment of an office holder within the meaning given by the Insolvency Act 1986 or upon the appointment of a receiver within the meaning laid down in the Companies Act 1985



## Special Clauses

*(Clauses 1 2 3 4 and 6 applicable only if the Clause numbers are entered in the Schedule Clause 5 applicable only if referred to in the Schedule)*

### **1 Building Sum Insured Protection – Day One Average**

**A** Subject to the following Special Conditions the basis upon which the amount payable in respect of the Property Insured by Section 1 (Building) is to be calculated shall be the reinstatement of the property lost destroyed or damaged

For this purpose 'reinstatement' means

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

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

**B** The Insured having stated in writing the Declared Value (shown as the Declaration Value in the Schedule) of the Property Insured the premium has been calculated accordingly

'Declared Value' means the Insured's assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph A a) at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with insofar as the insurance by the item provides due allowance for

- a) the additional cost of reinstatement to comply with Public Authority requirements
- b) professional fees
- c) debris removal costs

### **Special Conditions**

- 1 At the inception of each Period of Insurance the Insured shall notify the Company of the Declared Value of the Property Insured In the absence of such declaration the last amount declared by the Insured shall be taken as the Declared Value for the ensuing Period of Insurance
- 2 If at the time of loss or damage the Declared Value of the Property Insured be less than the cost of reinstatement (as defined in paragraph B above) at the inception of the Period of Insurance then the Company's liability for any loss or damage shall not exceed that proportion thereof which the Declared Value bears to such cost of reinstatement
- 3 The liability of the Company for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed
- 4 No payment beyond the amount which would have been payable in the absence of this Special Clause shall be made
  - a) unless reinstatement commences and proceeds without unreasonable delay
  - b) until the cost of reinstatement shall have been actually incurred

- c) if the Property Insured at the time of its loss destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement
- 5 All the terms and conditions of the Policy shall apply
- a) in respect of any claim payable under the provisions of this Special Clause except insofar as they are varied hereby
  - b) where claims are payable as if this Special Clause had not been incorporated except that the Sum(s) Insured shall be limited to 115% of the Declared Value(s)
- v) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
- d) destruction or damage which originated prior to the inception of this cover
  - e) destruction or damage resulting from
    - i) demolition construction structural alteration or repair of any property or
    - ii) groundworks or excavation at the Office

**Special Condition**

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

- a) the Insured shall notify the Company immediately they become aware of any demolition groundworks excavation or construction being carried out on any adjoining site
- b) the Company shall then have the right to vary the terms or cancel the cover

**2 Subsidence Extension**

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The following Insured Peril (9 in respect of Section 1 and 10 in respect of Section 2) is added to Paragraph A of Sections 1 and 2

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

- a) the first £1,000 of each and every loss as ascertained after the application of any Condition of Average
- b) destruction or damage to yards car parks roads pavements walls gates and fences unless also affecting a building insured hereby
- c) destruction or 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

**3 Alarm Clause**

---

It is a condition precedent to liability for loss destruction or damage following entry or attempted entry to or exit from the Premises by forcible and violent means that

- a) the Premises are protected by an Intruder Alarm System designed installed and maintained to British Standard BS4737 or EN50131 including where stipulated by the Company or the local Police Authority Code of Practice DD243
- b) the intruder alarm installation and maintenance company must be both:
  - i) a member of an Alarm Inspectorate which is accredited by UKAS to EN 45011 or EN 45012 and
  - ii) accredited and operate a Quality Management System in accordance with EN ISO 9000

- c) The Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance as per the requirements of BS4737 or EN 50131 with the installing company or such other company as agreed with the Company

Where remote alarm signalling is required the signal transmission must be transmitted to an Alarm Receiving Centre fully compliant with BS5979:2000 and operated by a company accredited and operating to a Quality Management System in accordance with EN ISO 9000

- d) No alteration to or substitution of
- i) any part of the Intruder Alarm System
  - ii) the maintenance contract
  - iii) the structure of the Premises or changes to the layout of the Premises which would affect the effectiveness of the Intruder Alarm System
  - iv) the procedures agreed with the Company for Police or any other response to any activation of the Intruder Alarm System

be made without the written agreement of the Company

- e) The Alarmed Premises shall not be left unattended without the agreement of the Company
- i) 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
  - ii) if the Police have withdrawn their response to alarm activations

- f) The Insured shall maintain secrecy of codes for the operation of the Intruder Alarm System and detail of such codes and all keys to the Intruder Alarm System shall be removed from the Premises when the Premises are left unattended

- g) The Insured shall appoint at least two Key Holders and lodge written details (which must be kept up to date) with the alarm company and either the Police or the Alarm Receiving Centre

- h) 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 in respect of dual signalling systems during any period the Intruder Alarm System is set a Key Holder shall attend the Premises as soon as reasonably possible

- i) In the event of the Insured receiving any notification

- i) the Police attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed

- ii) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance

- iii) that the Intruder Alarm System cannot be returned to or maintained in full working order

the Insured shall advise the Company as soon as possible and comply with any subsequent requirements stipulated by the Company

#### **DEFINITIONS**

##### **Intruder Alarm System**

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

**Alarmed Premises**

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

**Key Holder**

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

**Premises**

The buildings occupied by or under the control of the Insured (unless otherwise stated in the Schedule)

**4 Temporary Cover**

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The first premium has been calculated to take into account the cost of temporary cover (in accordance with particulars lodged with the Company) pending issue of this Policy

**5 Long Term Agreement**

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The discount shown in the Schedule is allowed off the net premiums on this Policy in consideration of the Insured having given an undertaking expiring on the date stated in the Schedule to offer annually the insurance under this Policy on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premium annually in advance it being understood that

- a) the Company shall be under no obligation to accept an offer made in accordance with the above-mentioned undertaking
- b) where appropriate the Sum Insured may be reduced at any time to correspond with any reduction in value or in the Business

The above-mentioned undertaking applies to any Policy (or Policies) which may be issued by the Company in substitution for this Policy and the same discount shall be allowed off the net premiums on any substituted Policy (or Policies) issued by the Company as aforesaid

Payment of the premium due at the expiry date shown in the Schedule shall be deemed acceptance by the Insured of the terms of this clause

**6 Theft by Employees**

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The following extension of cover is added to paragraph E of Section 2

Any direct loss caused by an act of fraud or dishonesty committed by any Employee in the course of the Business and occurring during the Period of Insurance excluding

- a) the first £250 of each and every claim
- b) acts committed prior to the commencement of this Special Clause
- c) losses occurring during the currency of this Special Clause and not discovered within fourteen days of the expiry of the Period of Insurance
- d) any monies which would have been payable by the Insured to an Employee but for the Employees dishonesty

Provided that

- i) the liability of the Company under this Special Clause shall not exceed £5,000 in any one Period of Insurance
- ii) the conditions of employment and the precautions and checks taken by the Insured to prevent dishonesty on the part of the Employees shall remain while this Policy is in force in all respects as have been agreed in the various statements constituting the basis of this contract and any omission or neglect of such precautions or checks on the part of the Insured or any variation in the occupation and duties of the Employees or any alteration in the mode of remuneration of the Employees except by increase in salary shall relieve the Company of all liability whatsoever hereunder

# General Exceptions of the Policy

*This Policy does not cover*

## **1 Pressure Waves**

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

## **2 War and Nuclear Risks**

Except in respect of claims arising from accidents to Employees admissible under Section 5 Sub Section 1 and Section 7 this Policy does not cover

- a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or arising from
  - i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- b) 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

## **3 Requisition or Confiscation of Property**

Loss or damage occasioned by or happening through confiscation or requisition or destruction by order of the Government or any Public Authority

## **4 Heat Processes**

Loss or damage to property due to its undergoing any process necessarily involving application of heat

## **5 Electrical Plant**

Damage to or destruction of any electrical plant or electrical appliance ie dynamo transformer motor or other working electrical machinery apparatus or fittings directly caused by its own over-running short-circuiting excessive pressure or self-heating but should fire extend to and damage or destroy any other part of the plant or appliances or other Property Insured hereby such damage or destruction is not excluded by the Policy

## **6 Terrorism Exclusion**

Applicable only to Sections 1, 2, 3, 4(a), 4(b) and 6

Loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with

- 1 Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- 2 Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

If the Company alleges that by reason of this exclusion any loss damage cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured

In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

**Definition – Terrorism**

In respect of England Scotland and Wales Terrorism is defined as 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 respect of Northern Ireland Terrorism is defined as 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 respect of the Channel Islands and the Isle of Man Terrorism is defined as 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

**Applicable only to Section 5 Sub Section 1 Employers Liability**

The liability of the Company under this Section for damages costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured arising out of one event shall not exceed £5,000,000 This limitation shall only apply in respect of any liability of whatsoever nature directly or indirectly caused by or

contributed to by or arising from a Terrorist Act

For the purposes of this Exclusion Terrorist Act means 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

**Applicable only to Section 5 Sub Section 2 Public Liability**

The insurance provided by this Section is subject to the following Terrorism Limitation

The liability of the Company under this Section for all damages costs and expenses payable in respect of all occurrences of a Terrorist Act during any one Period of Insurance shall not exceed in the aggregate the sum of £2,000,000

Provided that if the monetary amount of the Limit of Indemnity stated in the Schedule is less than £2,000,000 then such lesser monetary amount shall apply as the Company's maximum liability for all damages costs and expenses payable in respect of all occurrences of a Terrorist Act during any one Period of Insurance

For the purpose of this Exclusion Terrorist Act means 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

**7 Date Recognition**

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Any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000

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

but this shall not exclude in respect of Sections 1 (Buildings) 2 (Contents) 3 (All Risks) 4a (Business Interruption) 4b (Loss of Accounts Receivable) subsequent loss or damage not otherwise excluded which itself results from fire lightning explosion theft aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal provided such contingency is insured by the Section

This Exception is not applicable to Section 5 Sub Section 1 (Employers Liability Indemnity)

### **8 Northern Ireland Exclusion**

Loss damage cost or expenses of whatsoever nature in Northern Ireland directly or indirectly caused by resulting from or in connection with

- i) any act of Terrorism regardless of any other cause of event contributing concurrently or in any other sequence of the loss
- ii) any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

- iii) riot civil commotion and (except for damage or loss caused by fire or explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons

In any action suit or other proceedings where the Company alleges that by reason of this definition any loss or Damage is not covered by this Policy the burden of proving that such loss or Damage is covered shall be upon the Insured

### **9 Electronic Risks Exclusion**

Any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- i) the alteration modification distortion corruption of or damage to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) or
- ii) any alteration modification distortion erasure corruption of data processed by any such computer or other equipment or component or system or item

whether the property of the Insured 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 shall not exclude subsequent damage not otherwise excluded which itself results from a Defined Peril except for damage caused by malicious persons other than thieves

This Exclusion is not applicable to Section 5 Business Liability Section 7 Terrorism and Section 8 Legal Expenses.

## General Conditions of the Policy

### 1 Policy Terms

---

It is a condition precedent to any liability on the part of the Company under this Policy that the terms hereof so far as they relate to anything to be done or complied with by the Insured are duly and faithfully observed and fulfilled by the Insured and by any other person who may be entitled to be indemnified under this Policy

### 2 Reasonable Precautions

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The Insured shall

- a) take all reasonable precautions to prevent occurrences which may give rise to loss destruction or damage
- b) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority
- c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require

### 3 Alteration of Risk

---

This Policy shall be avoided if after the commencement of this insurance there is any alteration in risk

- a) by removal
- b) by change of occupation or use of the Property Insured
- c) whereby the risk of loss or damage of accident or liability is increased
- d) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued
- e) whereby the Insured's interest ceases except by will or operation of law

unless such alteration is admitted by the Company in writing

### 4 Claims – Insured's Duties

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On the happening of any event which may give rise to a claim the Insured shall

#### a) General – Applicable to all Sections

1. notify the Company immediately
2. take all practicable steps to recover property lost and otherwise minimise the claim
3. inform the Police immediately if the loss or damage has been caused by thieves malicious persons or vandals or by riot civil commotion strikes or labour disturbances
4. give all information and assistance the Company may require
5. not make or allow to be made on their behalf any admission offer promise payment of indemnity without the written consent of the Company

#### b) Applicable to Sections 1, 2, 3, 6 and 7

within 30 days or such further time as the Company may allow in writing deliver to the Company a written claim providing at their own expense all details proofs and information regarding the cause and amount of loss or damage as the Company may reasonably require together with details of any other insurances on any Property Insured by this Policy and (if demanded) a statutory declaration of the truth of the claim and or any related matters

#### c) Applicable to Sections 4 (a) and 4 (b)

within 30 days after the expiry of the Indemnity Period or within such further time as the Company may in writing allow at their own expense deliver to the Company a statement setting out particulars of the claim together with details of all other insurance covering any part of the damage or resulting loss of Gross Profit



The Insured shall at their own expense also provide the Company with such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanation and other evidence as may reasonably be required by the Company for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claims and any related matter

No claim under this Section shall be payable unless the terms of these conditions have been complied with and in the event of non compliance therewith in any respect any payment on account of the claim already made shall be repaid to the Company immediately

**d) Applicable to Section 6**

1. Immediately forward to the Company every letter claim writ summons and process immediately upon receipt without acknowledgement
2. Advise the Company in writing immediately they have knowledge of any pending prosecution inquest Fatal Accident or Ministry Inquiry

**e) Applicable to Section 8**

Please refer to page 46 of this Policy booklet

**5 Minimum Standards of Security**

It is a condition precedent to the Company's liability for loss destruction or damage by theft or any attempt thereat that the following minimum level of security (or alternative security precautions as agreed in writing by the Company whether following a survey or otherwise) is installed at the Office and put into effect whenever the Office is left unattended

- a) the final exit door of the Office is to be fitted with a mortise deadlock which has 5 or more levers and/or conforms to BS3621 A matching boxed striking plate must also be added

- b) all other external doors and all internal doors giving access to any part of the building not occupied by the Insured for the purpose of the Business are to be fitted with either

- i) a mortise deadlock which has 5 or more levers or conforms to BS3621 with a matched boxed striking plate as specified above

or

- ii) two key operated security bolts for doors one fitted approximately 30cm from the top of the door and the other 30cm from the bottom

- c) aluminium or UPVC framed doors are to be fitted with integral cylinder key operated mortise deadlocks

- d) all opening external basement ground floor and other accessible (accessible being a window that can easily be reached such as a window adjacent to a flat roof or fire escape balconies canopies or down pipes) windows fanlights rooflights and skylights are to be fitted with key operated windowlocks

This requirement does not apply to windows protected by solid steel bars weldmesh or expanded metal grilles securely fixed to the brickwork surrounding the window

- e) any door or window officially designated a Fire Exit by a fire authority is excluded from the above requirements These are to be secured internally by panic bolts or fire exit bolts (capable of opening at all times) any additional devices must be approved by the local Fire Prevention Officer

- f) each item of electronic office equipment (for example PCs Laser Printers or Fax Machines) with an individual replacement value of £2,500 or greater must be securely anchored to the desk workstation or to the structure of the building by means of lockdown plates

the keys to which must have been removed from the premises unless the premises are occupied by the Insured or an authorised Employee in which case the keys are to be deposited in a secure place not in the vicinity of the electronic equipment

## **6 Fraud**

---

If You or anyone acting for You

- 1 knowingly make a fraudulent or exaggerated claim under Your Policy
- 2 knowingly make 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, treating it as if it had never existed without any refund of premium; and
- c) recover any sums that we have already paid under the Policy in respect of the claim and any previous claims

We may also inform the police of the circumstances

## **7 Contribution**

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If at the time of any loss damage or liability arising under this Policy there shall be any other insurance covering such loss damage or liability or any part thereof the Company shall not be liable for more than its proportional share thereof

## **8 The Company's Right**

---

The Company shall be entitled

- a) on the happening of any loss or damage to enter any building where such loss or damage has happened and to take and keep possession of the Property Insured and to deal with salvage in a reasonable manner and this Policy shall be proof of leave and licence for such purpose but the property may not be abandoned to the Company
- b) at its option to either
  - i) repair or replace the property or any part of the property for which it may be liable under this Policy
  - or
  - ii) make payment in money to the Insured in lieu of such repair or replacement

Reinstatement effected as nearly as may be reasonably practicable shall be deemed a complete indemnity under this Policy

- c) to undertake in the name and on behalf of the Insured the absolute conduct control and settlement of any proceedings and to take proceedings at its own expense for its own benefit but in the name of the Insured to recover compensation or secure an indemnity from any third party in respect of anything covered by this Policy

## **9 Arbitration**

---

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the Statutory provisions Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company

## 10 Cancellation

### Our Rights

We shall not be bound to accept any renewal of this Policy and may at any time give 21 days notice of cancellation by recorded delivery to Your last known address You shall be entitled to the return of a proportionate part of the premium paid in respect of the unexpired term of this Policy provided that there have been:

- no claims made under the Policy for which We have made a payment
- no claims made under the Policy which are still under consideration
- no incident likely to give rise to a claim but is yet to be reported to Us

during the current Period of Insurance

This termination will be without prejudice to any rights or claims of the Insured or the Company prior to the expiration of such notice

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance no refund for the unexpired portion of the premium will be given

### Your Rights

You may cancel this Policy in the first year of insurance during the 14 days after the Contract has been concluded by giving notice in writing to Your Insurance Adviser at the address shown in their correspondence or to the AXA Insurance address shown on Your Policy Schedule This right does not apply at the first or any subsequent renewal of the Policy

Provided that there have been

- no claims made under the Policy for which We have made a payment
- no claims made under the Policy which are still under consideration
- no incident likely to give rise to a claim but is yet to be reported to Us

during this 14 day period We will give a refund for the proportionate part of the premium paid in respect of the unexpired term of this Policy subject to a minimum premium of £50

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance no refund for the unexpired portion of the premium will be given

## 11 Policy Administration Fees Condition

We may charge You an administration fee if We

- a) make any changes to the Policy on Your behalf
  - b) agree to cancel the Policy
- or
- c) are requested to print and re-send the Policy documents to You

We will not make a charge without informing You

## 12 Instalments

If the premium on this Policy is payable by the Company's Budget Plan and You do not pay each instalment on the due date all cover under the Policy is cancelled automatically from the date such instalment was due or where statute requires the giving of prior notice the day following the expiry of such notice

If the premium on this Policy is payable by the Company's Budget Plan and during the current period of insurance

- a claim has been made under the Policy for which We have made a payment
- a claim has been made under the policy which is still under consideration
- an incident has occurred which is likely to give rise to a claim but is yet to be reported to Us

the annual premium remains due in full In such case monthly collections must continue or a one off payment be agreed to settle the outstanding amount

Where a one off payment is not made to settle the outstanding amount You must continue with the instalment payments Alternatively We may deduct any outstanding instalments from any claim payment that may be due to You or payable on Your behalf

Any instalments payments legitimately taken prior to the notification of cancellation of the Budget Plan agreement will be retained Any refund of premium will be in respect of any subsequent collections taken between the time of notification and cancellation

### **13 Misrepresentation and Misdescription**

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The Policy shall be voidable in any event of misrepresentation misdescription or non-disclosure in any material particular

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

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The parties of this contract do not intend that any clause or term of this contract should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this contract

## 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  
Commercial complaints  
AXA House  
4 Parklands  
Lostock  
Bolton  
BL6 4SD

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 e-mail 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

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Tel: 0800 023 4567\*  
Tel: 0300 123 9123\*\*  
Fax: 020 7964 1001

Email: complaint.info@  
financial-ombudsman.org.uk

Web: 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](http://www.fscs.org.uk))

### **Legal and tax advice complaints**

If You have a complaint about the telephone legal or tax advice services You should contact Arc Legal Assistance Ltd who will liaise with Irwin Mitchell Solicitors:

Arc Legal Assistance Ltd  
The Gatehouse, Lodge Park  
Lodge Lane  
Colchester  
Essex  
CO4 5NE

Tel: 0344 770 9000

If You are unhappy with the written response from Arc Legal Assistance Ltd, You may contact the Legal Ombudsman at:

PO Box 6806  
Wolverhampton  
WV1 9WJ

Tel: 0300 555 0333  
Web: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

The Legal Ombudsman will only consider matters which have been submitted to it within the earliest of the following timescales

- a) within one year from the act/omission complained of
- b) within one year from when the client should reasonably have known there was cause for a complaint, without taking advice from a third party and;
- c) within six months of the client receiving a written reply from Arc Legal Assistance Ltd concerning the complaint

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