



POLICY WORDING - NOVEMBER 2024

MAKING MUSIC COMMERCIAL COMBINED

WELCOME

to Covéa Insurance

Thank you for choosing Covéa Insurance.

This is **Your** Making Music Commercial Combined policy. It sets out the details of **Your** insurance contract with **Us**.

Your premium has been calculated upon the information shown in the policy **Schedule** and recorded in any **Statement of Fact** issued to **You** by **Us**.

Please read the policy and **Schedule** carefully to ensure that the cover meets **Your** requirements.

Please contact **Your** broker if **You** have any questions or if **You** wish to make any adjustments.

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INTRODUCTION

About Your Policy

The parts of the policy are:

1. any **Statement of Fact** issued to **You** by **Us**
2. the **Schedule** which confirms the Sections of cover that are insured and any Endorsement(s)
3. this policy wording which contains:
 - (a) this Introduction, Customer Information, General Definitions, General Conditions, Claims Conditions and General Exclusions all of which apply to all Sections of the policy unless stated otherwise
 - (b) the Sections of cover provided including the Section Definitions, Extensions, Conditions and Exclusions.

Any word or expression given a specific meaning in:

1. the **Schedule**, any policy Endorsement(s), this Introduction, the Customer Information and the General Definitions, Conditions and Exclusions shall have the same meaning throughout the policy unless **We** state otherwise
2. an individual Section or any Section Endorsement(s) shall only have the same meaning throughout such Section or Endorsement unless **We** state otherwise.

Any such word or expression given a specific meaning shall be highlighted with a leading capital letter and in bold text within the policy wording.

In return for **You** having paid or agreed to pay the premium for the **Period of Insurance**, **We** will indemnify **You**, subject to the terms contained in or endorsed on the policy, in respect of loss, **Damage** or liability, or pay other benefits which fall within the operative Sections of this policy, provided that the loss, **Damage** or injury which gives rise to the claim occurs (or in the case of Section 3: Employers' Liability is caused or in the case of Section 4: Directors' or Officers' Liability is first notified) during the **Period of Insurance** and in connection with the **Business**.

IMPORTANT

This policy is a legal contract.

You have a duty to make a fair presentation of the risk which is covered by this policy. Therefore **You** should ensure that any information **You** have provided to **Us** and the content of any application form, declaration and/or any **Statement of Fact** issued to **You** by **Us** is accurate and complete. Where **You** have provided **Us** with information which relates to matters of **Your** expectation or belief, it does not matter if such information turns out to be inaccurate provided that **You** acted in good faith when **You** provided **Us** with such information. If **You** do not comply with **Your** duty to make a fair presentation of the risk, **Your** policy may not be valid or the policy may not cover **You** fully or at all.

You must also tell **Us** about any facts or changes which affect **Your** insurance and which have occurred either since the policy started or since the last renewal date.

If **You** are not sure whether certain facts are relevant please ask **Your** broker. If **You** do not tell **Us** about relevant changes, **Your** policy may not be valid or the policy may not cover **You** fully or at all.

You should keep a written record (including copies of letters) of any information **You** give **Us** or **Your** broker.

CUSTOMER INFORMATION

How to make a Claim

Should **You** be unfortunate enough to have to make a claim, Covéa Insurance Commercial Claims will manage all aspects of the claim for **You** from the time it is reported.

Covéa Insurance Commercial Claims is a service operated 24 hours a day, 365 days a year.

You can notify **Us** of a claim by:

Telephone: **0330 024 2266**

Calls may be recorded for training and evidential purposes.

Email:

newcommercialclaims@coveainsurance.co.uk

Post: **Covéa Insurance Commercial Claims, A&B Mills, Dean Clough, Halifax, HX3 5AX**

Staff trained in managing commercial claims will:

- take details of **Your** claim over the phone, in most cases removing the need for completion of an incident report form
- take control of the management of **Your** claim from start to finish.

Our aim is to bring **Your** claim to a satisfactory conclusion.

Helplines

To take advantage of the following services please telephone **0330 024 2364** and quote TS5/6912401.

To help DAS check and improve their service standards, they may record all calls.

Legal Advice Helpline

As a Covéa Insurance **Policyholder** should **You** require advice on any **Business** legal problem, **You** may use the 24 hour telephone helpline at any time within the **Period of Insurance** of this policy.

This service is provided for **Your** benefit by DAS Legal Expenses Insurance Company Limited. These services are provided 24 hours a day, 7 days a week, however they may need to arrange to call **You** back depending on **Your** enquiry.

Euro Legal Advice Helpline

This will give **You** confidential legal advice over the phone on any commercial legal problem affecting **Your Business**, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice Helpline aims to provide immediate advice from a qualified legal advisor. However, if this is not possible they will arrange a call back at a time to suit **You**.

The Legal Advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, they will refer **You** to one of their specialist advisors.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, they will call **You** back within the operating hours.

Tax Advice Helpline

This will give **You** confidential advice over the phone on any tax matters affecting **Your Business**, under the laws of the United Kingdom. This is provided by tax advisors 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, they will call **You** back.

Business Assistance

In the event of an unforeseen emergency affecting **Your Premises** which causes damage or potential danger, DAS will contact a suitable repairer or contractor and arrange assistance on **Your** behalf. All costs of assistance provided are **Your** responsibility.

Telephone: **0117 934 0192**.

CUSTOMER INFORMATION

Counselling

This will provide all **Your Employees** (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by DAS. The counselling service helpline is open 24 hours a day, 7 days a week.

Telephone: **0330 134 8165**

DAS will not accept responsibility if the Helpline Services fail for reasons they cannot control.

Important Information

Choice of Law

The parties to an insurance contract are free to choose the law that will apply. Unless **We** agree in writing with **You** otherwise, this insurance shall be subject to the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where **You** have **Your** principal place of business. If there is any dispute, the law of England and Wales shall apply.

How to make a Complaint

It is always **Our** intention to provide a first class standard of service. However, **We** do appreciate that occasionally things go wrong. In some cases the broker who arranged **Your** insurance will be able to resolve any concerns, particularly if **Your** complaint relates to the way the policy was sold, and **You** should contact them directly.

Alternatively please contact **Us** using the following details quoting **Your** policy or claim number.

Customer Relations, Covéa Insurance, A&B Mills, Dean Clough, Halifax, HX3 5AX

Telephone: **0330 221 0444**

Calls may be recorded for training and evidential purposes.

Website: **www.coveainsurance.co.uk**

Email: **customer.relations-rdg@coveainsurance.co.uk**

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in **Our** leaflet 'Complaints Procedure' which is available on request or may be downloaded from **Our** website at **www.coveainsurance.co.uk/complaints**.

Financial Ombudsman Service

You may be eligible to refer **Your** complaint to the Financial Ombudsman Service. There are a few instances where they will not be able to assist and they will confirm if **Your** complaint is eligible when **You** contact them. Their contact details are:

Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone: **0800 023 4567**

Website: **www.financial-ombudsman.org.uk**

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

Financial Services Compensation Scheme

Covéa Insurance is covered by the Financial Services Compensation Scheme. **You**/an Insured Person may be entitled to compensation from the scheme if **We** are unable to meet **Our** liabilities under this insurance.

Further information is available from the:

Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU

Telephone: **020 7741 4100**

Website: **www.fscs.org.uk**

Email: **enquiries@fscs.org.uk**

How We Use Your Information

Please visit **www.coveainsurance.co.uk/dataprotection** for further information about how and when **We** process **Your** personal information under **Our** full Privacy Policy.

The personal information, provided by **You**, is collected by or on behalf of Covea Insurance plc ('**We, Us, Our**') and may be used by **Us, Our** employees, agents and service providers acting under **Our** instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

CUSTOMER INFORMATION

We may process **Your** information for a number of different purposes. For each purpose **We** must have a legal ground for such processing. When the information that **We** process is classed as “sensitive personal information”, **We** must have a specific additional legal ground for such processing.

Generally, **We** will rely on the following legal grounds:

- It is necessary for **Us** to process **Your** personal information to provide **Your** insurance policy and services. **We** will rely on this for activities such as assessing **Your** application, managing **Your** insurance policy, handling claims and providing other services to **You**.
- **We** have an appropriate business need to process **Your** personal information and such business need does not cause harm to **You**. **We** will rely on this for activities such as maintaining **Our** business records and developing, improving **Our** products and services.
- **We** have a legal or regulatory obligation to use such personal information.
- **We** need to use such personal information to establish, exercise or defend **Our** legal rights.
- **You** have provided **Your** consent to **Our** use of **Your** personal information, including sensitive personal information.

How We Share Your Information

In order to sell, manage and provide **Our** products and services, prevent fraud and comply with legal and regulatory requirements, **We** may need to share **Your** information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **Our**, or **Your** behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Covea Insurance Group

Marketing

We will not use **Your** information or pass it on to any other person for the purposes of marketing further products or services to **You** unless **You** have consented to this.

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **We** will check **Your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. **You** can find further details in **Our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **We** conduct credit reference checks and how these checks might affect **Your** credit rating.

Automated Decisions

We may use automated tools with decision making to assess **Your** application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether **We** are able to offer insurance, the appropriate price for **Your** policy or whether **We** can accept **Your** claim. If **You** object to an automated decision, **We** may not be able to offer **You** an insurance quotation or renewal.

How to Contact Us

Please contact **Us** if **You** have any questions about **Our** Privacy Policy or the information **We** hold about **You**:

Email: dataprotection@coveainsurance.co.uk

CUSTOMER INFORMATION

Employers' Liability Tracing Office

If **Your** policy provides Employers' Liability cover information relating to **Your** insurance policy will be provided to the Employers' Liability Tracing Office (the "ELTO") and added to an electronic database, (the "Database") in a format set out by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010.

The Database assists individual consumers (the Claimants) who have suffered an employment related injury or disease arising out of their course of employment in the UK whilst working for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers to identify:

- which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- the relevant employers' liability insurance policies.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

The Database will be managed by the ELTO and further information can be found on the ELTO website: www.elto.org.uk

Registration and Regulatory Information

This insurance is provided by Covea Insurance plc. Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registration Number 202277. Registered Office: **A & B Mills, Dean Clough, Halifax, HX3 5AX**. Registered in England and Wales Number 613259

You can check **Our** regulatory status on the Financial Services Register by visiting the Financial Conduct Authority's website www.fca.org.uk/register.

GENERAL DEFINITIONS

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

Abuse

1. Acts of hurting or injuring mentally or physically by maltreatment or ill-use; or
2. Actual or attempted sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation whether under the guise of treatment or not, or in the course of treatment or not; or
3. Repeated or continuing contemptuous coarse or insulting words or behaviours.

Bodily Injury

Death, injury, illness, disease or shock.

Buildings

The Building or Buildings stated in the **Schedule** for which **You** are legally responsible including:

1. outbuildings
2. permanent fixtures and fittings including alarm systems
3. foundations, extensions, annexes, gangways, conveniences and sub-stations
4. car parks, driveways, paths, steps, roadways and yards
5. walls, gates and fences
6. piping, ducting, cabling and control gear
7. fuel tanks, telephone, gas, water and electric meters, fibre optic or integrated services, digital network lines
8. sanitary ware, fixed glass, fanlights, skylights and partitions, solar panels and wind turbines
9. air conditioning and central heating systems
10. underground services.

Business

The Business stated in the **Schedule** conducted solely within the **Territorial Limits** including:

1. the ownership, repair and maintenance of the **Premises**
2. the provision of first aid, medical and ambulance, fire and security services

3. private work undertaken by any **Employee** with **Your** prior consent for any director, partner, senior official or other **Employee** of **Yours**
4. the provision and management of canteen, sports, social and welfare organisations by **You** for the benefit of **Your Employees**
5. **Your** participation in exhibitions.

Business Hours

The period during which the **Premises** are occupied by **You** or **Your** authorised **Employees** for the purposes of the **Business**.

Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident

1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Damage

Accidental loss, destruction or damage unless otherwise excluded.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

GENERAL DEFINITIONS

Defined Peril

1. Fire
2. Lightning
3. Explosion
4. Aircraft or other aerial devices or articles dropped therefrom
5. Earthquake
6. Riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances
7. Malicious persons other than thieves
8. Theft
9. Storm
10. Flood
11. Escape of water from any tank apparatus or pipe
12. Escape of oil from any fixed heating installation
13. Impact including by any road vehicle or animal.

Employee

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

1. under a contract of service or apprenticeship with **You**
2. a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by **You**
3. a labour master or labour only sub-contractor or person supplied by them
4. a self-employed person providing labour only
5. a trainee or person undergoing work experience, training, study or exchange scheme
6. a voluntary helper.

Europe

The **Territorial Limits**, any member country of the European Union, Iceland, Liechtenstein, Norway and Switzerland.

Excess

The amount stated in this policy, the **Schedule** or any Endorsement for which **You** will be responsible and which will be deducted from each and every claim.

Intruder Alarm Installation

The component parts of the alarm including the means of communication used to transmit signals to the alarm receiving centre as detailed in the alarm specification.

Keyholder

You or any person or keyholding company authorised by **You** who:

1. is available at all times to:
 - (a) accept notification of alarm signals or faults relating to the **Intruder Alarm Installation**
 - (b) attend and allow access to the **Premises**
2. has been fully trained in the operation of the **Intruder Alarm Installation**, including but not limited to the setting and unsetting of the installation.

Money

Current currency, crossed and uncrossed bankers drafts, national giro drafts and payment orders, postal and money orders, dividend warrants and cheques other than pre-signed blank cheques, travellers cheques, national savings stamps and certificates, bus and rail travel cards and passes, telephone cards, current postage stamps and unused postal franking machine units, luncheon vouchers, gift tokens, trading stamps, national insurance stamps and stamped or impressed national insurance cards, holiday with pay stamps, premium bonds, VAT purchase invoices, credit card, cheque card and debit card sales vouchers, savings stamps, consumer redemption vouchers and National Lottery 'Instants' and other scratch cards, all pertaining to the **Business** and belonging to **You** or for which **You** are legally responsible.

Overnight

Between the hours of 21.00 and 06.00.

Period of Insurance

Period of Insurance stated in the **Schedule** and any subsequent period for which **We** have accepted a renewal premium.

GENERAL DEFINITIONS

Pollutants

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

Pollution or Contamination

1. All pollution or contamination of buildings or other structures or of water or land or the atmosphere and
2. All **Bodily Injury** or **Damage** directly or indirectly caused by such pollution or contamination arising from **Pollutants**.

Premises

1. The **Buildings** and the land inside the boundary of any risk address stated in the **Schedule**
2. Any other premises owned, occupied, leased or rented by **You**

and occupied by **You** for the purpose of the **Business**.

Products

Any goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by **You** in connection with the **Business** and no longer in **Your** possession or control.

Property Insured

1. **Buildings**
2. Computer Equipment
3. Contents
4. Stock
5. Specified Stock
6. Tenants Improvements
7. or any other property

as specified in the **Schedule**.

Responsible Person

A person authorised by **You** to be responsible for the security of the **Premises**.

Schedule

The document that specifies **Your** details, the **Premises**, the **Property Insured** and any **Excess**, Endorsement(s) and Conditions applicable. The **Schedule** shows the Sections of the policy that are operative.

Statement of Fact

Where issued to **You** by **Us** this is a record of the information that **You** provided to **Us** about **You** and **Your Business** upon which **Your** insurance cover and premium is based.

Territorial Limits

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

Vacant or Unoccupied Buildings

Buildings or part thereof that have become unoccupied, untenanted or which have not been actively used for a period of more than 30 days.

Vehicle

Any road vehicle including trailers and containers.

We/Us/Our

Covea Insurance plc.

Working Day of the Driver

The period in any day during which a **Vehicle** is being used for purposes in connection with the **Business**.

You/Your/Policyholder

The person(s) or Company named in the **Schedule**.

GENERAL CONDITIONS

The following General Conditions shall apply to all Sections of this policy unless stated otherwise.

1. Acts of Parliament and Statutory Instruments

All legal instruments and rules referred to in this policy include any subsequent amendments or re-enactments of those Acts and any equivalent legislation which is enforceable within the **Territorial Limits**.

2. Alarm

This Condition applies to the following Sections of cover when shown as insured in **Your Schedule**:

- Section 5: Money and Assault
- Section 6: All Risks items at **Your Premises**
- Section 8: Property Damage

where **Your Schedule** shows Endorsement Number MM001 – Alarm Condition.

It is a condition precedent to **Our** liability for any claim resulting from theft, attempted theft or malicious damage that where the **Premises** or part of the **Premises** are protected by an **Intruder Alarm Installation**:

- such **Intruder Alarm Installation**:
 - must not be altered or amended in any way, unless such alteration or amendment has been approved in writing by **Us**
 - must be maintained under contract with the installers, or as otherwise approved in writing by **Us**.
- all keys to the **Intruder Alarm Installation** must be removed from the **Premises** when the **Premises** are unattended
- You** must:
 - maintain the secrecy of codes for the operation of the **Intruder Alarm Installation** and no details of such codes to be left on the **Premises** when the **Premises** are unattended
 - immediately notify **Us** upon receipt of any communication giving notice that the level of response to the **Intruder Alarm Installation** has been or will be reduced or delayed
 - appoint at least two **Keyholders** and lodge written details (which must be kept up to date) with the alarm company, the alarm receiving centre and the police

- in the event of notification of:
 - activation of the **Intruder Alarm Installation**
 - any fault in the **Intruder Alarm Installation**
 - interruption of the means to transmit or receive signals to or from the **Intruder Alarm Installation** during any period that the **Intruder Alarm Installation** is seta **Keyholder** must attend the **Premises** as soon as possible
- the **Premises** must not be left without at least one **Responsible Person** in attendance without **Our** agreement:
 - unless the **Intruder Alarm Installation** is set in its entirety and with the means to transmit or receive signals (including the signalling path or paths) in full and effective operation
 - where police have withdrawn their response to:
 - an alarm activation (where the **Intruder Alarm Installation** does not include confirmed alarm activation technology)
 - a confirmed alarm activation, where the **Intruder Alarm Installation** included confirmed alarm activation technology.

3. Alteration in Risk

You or **Your** broker must tell **Us** immediately if during the **Period of Insurance** there is any alteration in risk or to the facts which **You** disclosed when **You** took out this policy, which materially affects the risk of injury, loss, **Damage** or liability which would fall within the policy cover. This includes but is not limited to alterations to the **Business** or the **Premises**.

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this policy (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the policy in accordance with General Condition 5 (b) - Our Rights to Cancel the Policy.

If **You** fail to tell **Us** about an alteration in risk, **We** may:

- terminate the policy back to the date when the alteration occurred, if **We** would have cancelled the policy had **You** told **Us** of the alteration in risk;

GENERAL CONDITIONS

- (b) proportionately reduce the amount payable in respect of a claim; and/or
- (c) treat the policy as if it contained such different terms (other than relating to the premium) that **We** would have applied to the policy had **You** told **Us** of the alteration in risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** told **Us** about the alteration in risk. For example, if the premium which **You** actually paid is 70% of the premium **We** would have charged, **We** will only pay 70% of any claim.

4. Average

If at the time of any loss the total sum insured specified in the **Schedule** is less than 85% of the total value of the **Property Insured We** shall bear only that proportion of the loss which the total sum insured bears to the total of the **Property Insured**.

5. Cancellation

(a) Your Rights to the Cancel the Policy

You may cancel this policy at any time from the date it begins or from the date **You** receive this policy document and **Schedule**, whichever is the later, returning the policy document and **Schedule** to **Your** broker. If cover has not yet started **You** will receive a full refund of the premium. If cover has started **We** will refund the premium for the exact number of days left on the policy. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**.

(b) Our Rights to Cancel the Policy

We or any agent appointed by **Us** and acting with **Our** authority have the right to cancel **Your** policy, where there is a valid reason for doing so.

We will give **You** fourteen days notice of cancellation in writing, by recorded delivery, to the latest address **We** have for **You** and will set out **Our** reason for cancellation in **Our** letter. Valid reasons may include but are not limited to:

- (i) not
 - paying a premium when it is due
 - co-operating with **Us**, or sending **Us** information or documentation that materially affects **Our** ability to process the policy or **Our** ability to defend **Our** interests
 - taking all reasonable precautions to prevent or minimise **Damage**, accident or injury as required by General Condition 12. Reasonable Precautions of this policy and failing to put this right when **We** ask **You** to by sending **You** seven days written notice to **Your** latest address
- (ii) use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers.
- (iii) not
 - giving **Us** access to **Your Premises** when **We** have asked to carry out a risk survey
 - complying with any risk improvements required by **Us** following a survey within the timescales specified.

If **We** cancel **Your** policy, **We** will refund the premium for the exact number of days left on the policy unless a claim or an incident likely to give rise to a claim has occurred during the current **Period of Insurance**. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**.

If **You** are paying by monthly instalments:

- (a) all outstanding monies must be paid to **Us** as described in **Your** Loan Agreement
- (b) **We** may exercise **Our** right to collect the balance of any outstanding premium in the event of a claim.

6. Change of Risk or Interest

This policy shall be avoided if:

- (a) **Your** interest ceases other than by death
- (b) the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued

at any time after the commencement of this insurance unless **We** have accepted the change.

Nothing contained in this policy shall give any right against **Us** to any person other than **You** except to a transferee approved by **Us**.

GENERAL CONDITIONS

7. Contracts (Rights of Third Parties) Act 1999

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

8. Fair Presentation of the Risk

You must make a fair presentation of the risk when **You** first take out this policy and also whenever **You** renew it or ask **Us** to change **Your** cover.

If **You** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact, or disclosing material facts to **Us** in a way which is not clear and accessible **We** may avoid this policy and refuse all claims where:

- (a) such failure was deliberate or reckless; or
- (b) **We** would not have entered into this policy on any terms had **You** made a fair presentation of the risk.

Should **We** avoid this policy **We**:

- (a) shall treat the policy as if it had not existed from the start date, the renewal date, or the date when **You** asked **Us** to change **Your** cover, depending on when the failure to make a fair presentation of the risk occurred
- (b) shall return the premium paid for the period for which the policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
- (c) may deduct from any return of premium due to **You** any monies already paid in respect of claims falling within the period for which the policy is treated as not having existed or require **You** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **We** would have entered into or renewed this policy, or agreed to make changes to **Your** cover on different terms had **You** made a fair presentation of the risk, **We** may:

- (a) proportionately reduce the amount payable in respect of a claim; and/or
- (b) treat the policy as if it contained such different terms (other than relating to the premium) that **We** would have applied to the policy had **You** made a fair presentation of the risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the policy started, was renewed or when changes were made to **Your** cover, depending on when **You** failed to make a fair presentation of the risk.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** made a fair presentation of the risk. For example, if the premium which **You** actually paid is 70% of the premium **We** would have charged, **We** will only pay 70% of any claim.

Where this policy provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **We** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **You** on their behalf) makes a careless misrepresentation, in which case **We** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

9. Instalments

If **You** have a Loan Agreement with Covéa Insurance to pay for **Your** insurance it is a condition precedent to **Our** liability that payments shall be made in line with the Loan Agreement otherwise all benefit under the policy shall be forfeited and the policy shall be cancelled as outlined in **Your** Loan Agreement.

10. Minimum Security Standards

This Condition is applicable to the following Sections of cover when shown as insured in **Your Schedule**:

- Section 5: Money and Assault
- Section 6: All Risks items at **Your Premises**
- Section 8: Property Damage

where **Your Schedule** shows Endorsement Number MM002 - Minimum Security Standards Condition

It is a condition precedent to **Our** liability for any claim resulting from theft, attempted theft or malicious damage that the following security measures or any alternatives that **We** agree to in writing are installed and activated at the **Premises** whenever the **Premises** are closed for **Business** or left unattended:

GENERAL CONDITIONS

Doors

(a) Up and Over Doors

sectional up and over doors must be secured by a padlock conforming to CEN Grade 4 inserted through a hole drilled into each guide channel approximately 25mm above the guide roller.

(b) Steel roller shutters

each shutter must be secured by two security shutter locks, locking mechanisms should be positioned as close as possible to the bottom of the door to prevent the shutter being prised up at the bottom to gain entry, alternatively a closed shackle padlock conforming to CEN Grade 4 with matching locking bar may be utilised.

(c) Aluminium doors

single leaf doors should be fitted with a cylinder mortice deadlock. Double leaf doors should have the standing leaf secured with flush bolts and the opening leaf secured with a cylinder mortice deadlock with a hook bolt mechanism.

(d) Outward opening doors

the hinge side of the door must be protected by hinge covers such as dog bolts or equivalent fitted approximately 400mm from the top and bottom of the door.

(e) Fire exit doors

must be protected on the outside by a sheet of steel minimum thickness 1.6mm fixed to the top, bottom and side rails of the door by either non-return screws or coach bolts at 150mm centres. Bolt heads must be on the outside of the door(s). If the door(s) is/are outward opening the steel must overlap the frame on the locking side to prevent the door being prised open between the door and the frame. In addition two hinge bolts must be fitted to the hinge side of the door approximately 400mm from the top and bottom of the door.

(f) Double doors

standing leaf must be secured with two flush bolts or two mortice rack bolts. Opening leaf of timber doors must be secured with a deadlock conforming to BS3621 with a manufacturers matching striking plate. Opening leaf of aluminium doors must be fitted with a cylinder mortice deadlock with hook bolt mechanism.

(g) Doors not otherwise specified

must be secured with a deadlock conforming to BS3621 with manufacturers matching striking plate.

Windows

All accessible opening windows must be fitted with key operated locks or protected internally or externally by solid steel bar grille(s) secured within a hardened or galvanised steel frame unless officially designated as a fire escape by the fire and rescue authority. Each side of the frame must be secured to the brickwork surrounding the window by either Rawlbolts at 300mm intervals or non-return screws at 150mm intervals.

If **You** do not have key operated window locks and are required by **Us** to protect **Your** windows with solid steel bar grille(s) **You** must ensure that:

- (i) the bars are of a minimum diameter of 19mm and no further apart than 125mm
- (ii) the bars are welded to or pass through tie bars of steel of at least 6mm dimension thick x 40mm wide and the distance between the tie bars must not exceed 600mm
- (iii) the tie bars are secured to the wall surrounding the window at a minimum of four points by expansion bolts of at least M8 size which penetrate the masonry or brickwork by at least 60mm and Bolt holes must be set back at least 60mm from the edge of the window opening

if the bars are fixed externally the heads of the bolts must be welded to the tie bars to prevent them being undone. Any alternative specification or fixing methods must be agreed by **Us** in writing prior to fitting.

11. Other interests

The interests of third parties which **You** are required to include on this policy under the terms of any mortgage, property lease or hiring leasing or hire purchase agreement are automatically deemed to be covered subject to **You** advising **Us** at the time of notification of any claim.

12. Reasonable Precautions

You must:

- (a) take all reasonable precautions to prevent or minimise **Damage**, accident or **Bodily Injury**
- (b) maintain the **Premises**, machinery equipment and furnishings in a good state of repair

GENERAL CONDITIONS

- (c) exercise due care in the selection and supervision of **Employees**
- (d) comply with all relevant statutory requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of property and the safety of persons.

13. Reinstatement of Sum Insured

We will in the event of **Damage** under this policy automatically reinstate the sum insured unless there is written notice by **Us** to the contrary, provided that:

- (a) **You** undertake to pay the appropriate additional premium
- (b) **You** immediately implement any recommendations **We** make to prevent further **Damage** and effect all repair or replacement work without delay.

14. Sanctions

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

15. Security

It is a condition precedent to **Our** liability for any claim resulting from fire, theft or malicious damage, that **You** must at all times ensure that:

- (a) security devices are put into full and effective operation whenever the **Premises** are closed for **Business** or left unattended
- (b) keys and all details of any codes or combinations relating to any part of the **Intruder Alarm Installation** and any safe or strongroom are removed from the **Premises** whenever the **Premises** are closed for **Business** or left unattended
- (c) fire break doors and shutters in the **Buildings** are maintained in efficient working order and that the openings protected by such doors and shutters are kept clear of obstruction at all times and that all such doors and shutters other than those fitted with fusible links are kept closed except during **Business Hours**

- (d) alterations or additions to or changes in or removal of security devices are advised to **Us** immediately.

16. Survey and Risk Improvement

It is a condition precedent to **Our** liability under this policy that:

- (a) as required by **Us**, **We** will be allowed access to the **Premises** to carry out a survey either:
 - (i) after inception of this policy
 - (ii) prior to or post renewal of this policy; or
 - (iii) the date **We** confirm cover in respect of an alteration made to this policy
- (b) **You** will in respect of such survey:
 - (i) supply an appropriate contact name, contact telephone number and email address (where appropriate) to facilitate the survey
 - (ii) co-operate fully with **Us** during the visit on the agreed date(s); and
 - (iii) implement any risk improvement requirements set out in a risk improvement report forwarded after survey to **You** by **Us**, within the timescales specified therein and all risk improvement requirements remain in place and fully operational throughout the currency of this policy.

We reserve the right to amend terms, Definitions, Conditions, Clauses, Exclusions and premium, of this policy, or withdraw cover under this policy if **You** fail to comply with any of the above. If **We** exercise any of the above options, **We** will advise **You** in writing confirming the action being taken.

17. Vacant or Unoccupied Buildings

It is a condition precedent to **Our** liability that where there are **Vacant or Unoccupied Buildings** **You** will notify **Us**:

- (a) immediately **You** become aware that the **Buildings** are **Vacant or Unoccupied Buildings**
- (b) of any **Damage** to the **Vacant or Unoccupied Buildings** whether such **Damage** is insured or not
- (c) that the **Buildings** are to be occupied by contractors for renovation, alteration or conversion purposes.

GENERAL CONDITIONS

The following action must be implemented by **You**:

- (i) an internal and external inspection of the **Buildings** every 7 days by **You** or an authorised representative and a written record of such inspections maintained
- (ii) all trade refuse and waste materials are removed from the interior of the **Buildings** and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **You**
- (iii) the **Buildings** must be secured against unlawful entry and all locks bolts and other protective devices in full operation
- (iv) all ground floor window openings must be securely fastened and if specified by **Us** in writing boarded up in accordance with **Our** requirements
- (v) ensure all letterboxes are sealed to prevent insertion of material
- (vi) all sources of power fuel or water are turned off and the water system drained down other than:
 - where electricity is needed to maintain any fire or **Intruder Alarm Installation** in operation
 - where the **Buildings** are protected by a wet sprinkler installation to provide sufficient heat to prevent freezing or bursting of the sprinkler installation.

In the event of any breach of security of the **Buildings**, malicious damage or any evidence of unlawful entry or attempted entry to the **Buildings** **You** will immediately:

- (a) carry out the necessary work to satisfy the above requirements
- (b) notify **Us**.

CLAIMS CONDITIONS

All of the following Claims Conditions apply in addition to any Claims Conditions contained in the Sections of this policy

1. Claims Procedure

It is a condition precedent to **Our** liability that following an incident that may result in a claim under this policy:

- (a) **You** must advise the police as soon as reasonably possible if there has been a theft, attempted theft, riot damage, vandalism or any malicious act or if any **Property Insured** has been lost outside the **Premises**
- (b) **You** must notify **Us**:
 - (i) within 28 days of the event in the case of **Damage** caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons
 - (ii) immediately:
 - in respect of all other claims
 - of any impending prosecution
 - of any inquest or fatal accident inquiry
- (c) **You** must provide **Us** with all documentation relating to any accident, claim, prosecution or court proceedings which must be sent to **Us** immediately, unacknowledged
- (d) **You** must not admit or repudiate liability without **Our** written consent
- (e) **You** must provide at **Your** own expense all details and evidence **We** may reasonably require
- (f) **You** must take all reasonable steps to mitigate the extent of any **Damage**
- (g) **We** are entitled to enter any building where **Damage** to **Property Insured** by this policy has occurred and to take possession of and deal with any salvage in a reasonable manner. No property may be abandoned to **Us**.

2. Fraudulent Claims

For the purposes of this Condition the definition of **'You/Your'** will also include any person who is entitled to benefit from the policy to the extent that a claim is made by or on their behalf.

If **You** or anyone acting on **Your** behalf makes a claim which is in any way fraudulent **We**:

- (a) will not pay the claim

- (b) may recover from **You** any sums already paid by **Us** in respect of the claim; and
- (c) may notify **You** that **We** are treating this policy as having terminated with effect from the time of the fraudulent act.

If **We** do treat this policy as having terminated **You** will have no cover under this policy from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not the **Policyholder** this condition applies only to that person's claim and references to 'this policy' should be read as if they were references to the cover for that person alone and not to the policy as a whole.

Fraudulent claims include but are not limited to:

- (a) making a claim which is fraudulent, fictitious or known to be false
- (b) intentionally exaggerating or inflating a claim
- (c) supporting a claim with false or forged documents, information or statements
- (d) wilfully causing loss, **Damage** or injury.

3. Other Insurances

If **Damage** which is the subject of a claim under this policy is covered by any other insurance **We** will only pay **Our** rateable proportion of the claim.

4. Subrogation

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

- (a) the defence or settlement of any claim
- (b) steps to enforce rights against any other party before or after payment is made by **Us**.

5. Terms not Relevant to Actual Loss

If payment of a claim is conditional upon compliance with any term of this policy **We** will not pay for any claim where the term has not been complied with except where the term concerned:

- (a) is operative only in connection with particular premises or locations;
- (b) is operative only at particular times; or
- (c) is intended to reduce the risk of particular types of injury, loss, **Damage** or liability

where **We** will pay for claims in respect of which **You** can prove that non-compliance with the term could not have increased the risk of the injury, loss, **Damage** or liability which occurred.

GENERAL EXCLUSIONS

The following General Exclusions apply to all Sections unless otherwise stated and in addition to the Exclusions contained in each Section.

This policy does not cover:

1. War Government Action and Terrorism

- (a) **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by or contributed to by or arising from:
 - (i) **War Government Action** or **Terrorism**
 - (ii) civil commotion in Northern Ireland.
- (b) Legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from **War Government Action** or **Terrorism** except to the extent stated in the Liability Provisions.

For the purpose of this Exclusion and its Liability Provisions:

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

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

Terrorism shall mean:

- (a) any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division of any nation, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
 - (i) involves serious violence against a person
 - (ii) involves serious damage to property
 - (iii) endangers a person's life other than that of the person committing the action

- (iv) creates a serious risk to the health or safety of the public or a section of the public
 - (v) is designed to interfere with or seriously disrupt an electronic system.
- (b) any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism.

In any action suit or other proceedings where **We** allege that by reason of this exclusion as far as it relates to **Terrorism** any **Damage** or resulting loss or expense or other costs directly or indirectly caused by such event is not covered by this insurance the burden of proving that such **Damage** loss or expense is covered shall be upon **You**.

Liability Provisions

Subject otherwise to the terms definitions exclusions provisions and conditions of this policy **We** will indemnify **You** under Section 3: Employers' Liability if insured under this policy provided that in respect of any one occurrence or series of occurrences arising out of any one original cause **Our** liability in respect of all legal liability, costs and expenses directly or indirectly caused by or contributed to by or arising from **Terrorism** shall not exceed £5,000,000.

We will indemnify **You** under Section 1: Public Liability and Section 2: Products Liability if insured under this policy against legal liability, costs and expenses directly or indirectly caused by or contributed to by or arising from **Terrorism** provided that **Our** liability shall not exceed:

- (a) in respect of or arising out of any one occurrence or series of occurrences arising out of one original cause £2,000,000 or the amount of the Limit of Indemnity shown in the **Schedule** whichever is the lower but in respect of **Products** this limitation shall apply to all insured events occurring in any one **Period of Insurance**
- (b) in respect of all **Pollution or Contamination** consequent upon **Terrorism** and which is deemed to have occurred during any one **Period of Insurance** £2,000,000 in the aggregate or the amount of the Limit of Indemnity shown in the **Schedule** whichever is the lower.

GENERAL EXCLUSIONS

2. Radioactive Contamination

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 any legal liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of:

- (a) ionising radiations from or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter
- (d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter, but the exclusion in this paragraph (d) shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- (e) any chemical biological bio-chemical or electromagnetic weapon

As far as concerns **Bodily Injury** caused to any **Employee of Yours** if such **Bodily Injury** arises out of and in the course of employment or engagement of such person by **You** this exclusion shall apply only in respect of:

- (i) the liability of any principal
- (ii) liability assumed by **You** under agreement and which would not have attached in the absence of such agreement.

3. Sonic Bangs

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

4. Northern Ireland

Damage and any consequential loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of **Damage** or any consequential loss by fire or explosion) strikers,

locked-out workers, persons taking part in labour disturbances or malicious persons.

5. Asbestos

(not applicable to Section 3: Employers' Liability if insured by this policy)

Any loss cost expense or liability for **Bodily Injury** loss or **Damage** directly or indirectly arising out of or resulting from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

6. Confiscation & Nationalisation

Confiscation nationalisation or requisition by order of any government public municipal local or customs authority.

7. Electronic Risk

(not applicable to Section 1: Public Liability, Section 2: Products Liability, Section 3: Employers' Liability and Section 4: Directors' and Officers' Liability if insured by this policy)

- (a) Loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
 - (i) loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a **Computer System**, unless subject to the provisions of paragraph (b)
 - (ii) loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data** unless subject to the provisions of paragraph (c).
- (b) Notwithstanding paragraph (a) above, and subject to all terms, Conditions and Exclusions of this policy or any endorsement thereto, this policy covers physical damage to property insured under this policy and any consequential loss directly resulting therefrom where such physical damage is directly occasioned by any of the **Defined Perils** as described below.

GENERAL EXCLUSIONS

- (c) Notwithstanding sub paragraph (a) (ii) above, in the event that hardware or the **Data** storage device of a **Computer System** insured under this policy sustains physical damage caused by a **Defined Peril** which results in damage to or loss of **Data** stored on that hardware or the **Data** storage device, then the damage to or loss of such **Data** shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost **Data** shall only be the costs of reproducing **Data** if such costs are indemnified under this policy. Such costs shall include all reasonable and necessary expenses incurred in recreating, gathering or assembling such **Data**, but does not include the value of the **Data** to **You** or any other party even if such **Data** cannot be recreated, gathered or assembled.

For the purposes of this Exclusion the following Definition applies:

Defined Peril means fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

8. Marine

Damage to property which at the time of the happening of the **Damage** is insured by any marine policy or policies (or would but for the existence of this policy) except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this policy not been effected.

9. Pollution or Contamination

(not applicable to Section 1: Public Liability, Section 2: Products Liability, Section 3: Employers' Liability and Section 4: Directors' and Officers' Liability if insured by this policy)

Damage caused by pollution or contamination but this shall not exclude destruction of or **Damage** to the **Property Insured**, not otherwise excluded, caused by:

- (a) pollution or contamination which itself results from a **Defined Peril**; or
- (b) a **Defined Peril** which itself results from pollution or contamination.

10. Unexplained Losses

Loss or damage caused by disappearance, unexplained loss, inventory shortage, misfiling or misplacing of information.

11. Communicable Disease

(not applicable to Section 1: Public Liability, Section 2: Products Liability, Section 3: Employers' Liability and Section 4: Directors' and Officers' Liability if insured by this policy)

- (a) Any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with:
 - (i) a **Communicable Disease**; or
 - (ii) the fear or threat (whether actual or perceived) of a **Communicable Disease**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

The above exclusion includes, without limitation to the scope of the foregoing:

- 1. any cost to clean up, detoxify, remove, monitor or test:
 - (a) for a **Communicable Disease**; or
 - (b) any property insured hereunder that is affected by such **Communicable Disease**,

and

- 2. any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any **Communicable Disease**.

- (b) However, paragraph (a) shall not apply to physical loss or destruction of, or physical damage to, property and any resulting consequential loss, to the extent that **You** establish that such physical loss, destruction or damage was directly caused by:
 - (i) Terrorism (as defined in this policy), or
 - (ii) a **Defined Peril** as described below where specifically insured by this insurance.

All other terms, Conditions and Exclusions of the insurance remain the same.

GENERAL EXCLUSIONS

For the purposes of this Exclusion the following Definitions apply:

Communicable Disease means any type of disease or illness which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, any pathogen, virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas, or between organisms, and
- (c) the disease, illness, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property of any type.

Defined Peril means one of the following perils if specifically insured by this insurance:

Fire (howsoever caused); lightning; explosion; aircraft and aerial devices dropped from them; riot; civil commotion; strikers; damage caused by malicious persons; windstorm; rainstorm; hail; tornado; cyclone; typhoon; hurricane; earthquake; seaquake; seismic and/ or volcanic disturbance/ eruption; flood (howsoever caused); freeze; ice storm; weight of snow or ice; avalanche; meteorite or asteroid impact; landslip; landslide; mudslide; escape of water, oil or hydraulic fluid from any tank, apparatus or pipe; sprinkler leakage; impact by any road vehicle or animal; theft or attempted theft; mechanical or electrical breakdown; subsidence; heave; implosion; or collapse.

SECTION 1: PUBLIC LIABILITY

Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

Communicable Disease

- (a) Coronavirus being:
 - (i) any coronavirus; or
 - (ii) any disease caused by any coronavirus; or
 - (iii) any mutation or variation of any coronavirus or of any disease caused by any coronavirus.
- (b) Any other infectious disease in humans which has been determined or declared to:
 - (i) constitute a Public Health Emergency of International Concern under the International Health Regulations (2005) (as amended or replaced from time to time); and/ or
 - (ii) an outbreak identified as a major health incident in the United Kingdom, for which a Scientific Advisory Group for Emergencies has been activated by the Cabinet Office Briefing Room.

Compensation

Damages including interest.

Clean Up Costs

- (a) Testing for or monitoring of **Pollution or Contamination**
- (b) The costs of **Remediation** required by any **Enforcing Authority** to a standard reasonably achievable by the methods available at the time that such **Remediation** commences.

Costs and Expenses

- (a) Claimants' legal costs for which **You** are legally liable
- (b) All costs and expenses incurred with **Our** written consent in defending any claim

- (c) The solicitor's fees incurred with **Our** written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the **Territorial Limits**.

Offshore Installation

Any:

- (a) installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- (b) installation in the sea or tidal waters which is intended for the storage or recovery of gas or generation of electricity
- (c) pipe or system of pipes in the sea or tidal waters
- (d) accommodation installation for persons who work on or from the locations specified above.

Remediation

Remedying the effects of **Pollution or Contamination** including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

Cover

We will indemnify **You** against:

1. legal liability to pay **Compensation**

and

2. **Costs and Expenses**

in respect of:

- (a) accidental **Bodily Injury** to any person
- (b) **Damage** to material property
- (c) accidental nuisance or trespass, obstruction, loss of amenities or interference with any right of way, light, air or water
- (d) wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy

SECTION 1: PUBLIC LIABILITY

occurring in connection with the **Business**:

- (i) during the **Period of Insurance**
- (ii) within the **Territorial Limits**
- (iii) within any member country of the European Union in respect of any journey or temporary visit in connection with the **Business** by **You** or any of **Your** directors, partners or **Employees** normally resident within the **Territorial Limits**
- (iv) elsewhere in the world in respect of any journey or temporary visit in connection with the **Business** by **You** or any of **Your** directors, partners or **Employees** normally resident within the **Territorial Limits**, provided such journey or visit is not for the purpose of performing manual work.

Limit of Indemnity

Our liability to pay **Compensation** in respect of any one claim or series of claims against **You** arising out of one original cause shall not exceed the Limit of Indemnity stated in the **Schedule**.

Our liability under this Section for all **Compensation** payable in respect of all occurrences arising directly or indirectly from **Communicable Disease** during any one **Period of Insurance** and in the aggregate shall not exceed £1,000,000 inclusive of all **Costs and Expenses**. This limit will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**.

Our liability under this Section for all **Compensation** payable in respect of **Bodily Injury** caused by or arising from actual, alleged, attempted, or threatened **Abuse** during any one **Period of Insurance** and in the aggregate shall not exceed £1,000,000 inclusive of all **Costs and Expenses**. This limit will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**.

Where indemnity is provided for liability in respect of claims brought in the United States of America or Canada or their dependencies or trust territories the Limit of Indemnity stated in the **Schedule** shall be the maximum amount payable by **Us** inclusive of all **Costs and Expenses**.

Extensions

The following **Extensions** apply to this Section.

Contingent Motor Liability

Notwithstanding Exclusion 2(b) **We** will indemnify **You** in respect of liability arising out of the use in the course of the **Business** of any vehicle not belonging to or provided by **You**.

Provided **We** will not be liable:

- (a) for **Damage** to such vehicle or to goods being carried
- (b) for **Bodily Injury** to any person or loss of property arising while the vehicle is being driven by **You** or by any person who to **Your** knowledge does not hold a licence to drive such vehicle
- (c) in respect of liability more specifically insured under any other insurance
- (d) in respect of liability arising outside the **Territorial Limits**.

Contractual Liability

Liability assumed by **You** under contract or agreement which would not have attached in the absence of such contract or agreement will be the subject of indemnity under this Section provided that:

- (a) **We** shall retain sole conduct and control of any claim
- (b) **You** shall arrange for such other parties as may be indemnified by any such contract or agreement, to observe and fulfil the terms and conditions of this insurance so far as they can apply.

We will not indemnify any person or entity falling within the definition of the **Policyholder** other than **You** for any contractual liability, unless such liability would have attached in the absence of any contract or agreement.

Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify **You** in respect of:

- (a) legal costs and expenses incurred with **Our** prior written consent and
- (b) prosecution costs awarded against **You** in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of death to any person other

SECTION 1: PUBLIC LIABILITY

than an **Employee** happening in connection with the **Business** during the **Period of Insurance** and which may be the subject of payment under this Section provided that:

- (i) **Our** liability will not exceed £5,000,000 or the Limit of Indemnity shown in the **Schedule**, whichever is the lower, during any one **Period of Insurance**
- (ii) all amounts payable under this Extension will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**
- (iii) where **We** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **Us** will be deducted from the amount payable under this Section
- (iv) **We** agreed in writing to the appointment of any solicitor or counsel who is to act on **Your** behalf prior to their appointment.

We will not be liable for:

- (a) any fines or penalties or the cost of implementing any remedial order or publicity order
- (b) an appeal against any fines, penalties, remedial order or publicity order
- (c) any costs incurred which result from the failure to comply with any remedial order or publicity order
- (d) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **Us** that there are strong prospects of success
- (e) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **You** or any other director, partner or **Employee** of **Yours**
- (f) costs and expenses provided by any other source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance

- (g) costs and expenses in connection with the defence of any criminal proceedings brought in any country outside the **Territorial Limits**.

Court Attendance Compensation

We will pay **You** the daily rates stated below if any of the following are required to attend court as a witness at **Our** request:

- (a) **You**, any director or business partner £750
- (b) any **Employee** £250

Cross Liabilities

Where there is more than one person named as the **Policyholder** in the **Schedule** this Section will apply separately to each named person as if each is insured by a separate policy, provided always that **Our** maximum liability in the aggregate for damages to all parties insured will not exceed the Limit of Indemnity stated in the **Schedule**.

Defective Premises Act 1972

We will indemnify **You** in respect of liability incurred by **You** under the terms of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any business premises or land which have been disposed of by **You**.

We will not be liable:

- (a) for the cost of repairing or rectifying any defect or alleged defect in such buildings
- (b) in respect of liability more specifically insured under any other insurance.

Environmental Clean Up Costs

We will indemnify **You** in respect of all sums including statutory debts that **You** are legally liable to pay in respect of **Clean Up Costs** arising from environmental **Damage** caused by **Pollution or Contamination** where such liability arises under an environmental directive, statute or statutory instrument.

Provided that:

- (a) liability arises from **Pollution or Contamination** 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 will be deemed to have occurred at the same time such incident takes place

SECTION 1: PUBLIC LIABILITY

- (b) immediate loss prevention or salvage action is taken and the appropriate authorities are notified
- (c) **We** will not provide indemnity:
 - (i) in respect of **Clean Up Costs** for **Damage** to **Your** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **Your** care, custody or control
 - (ii) for **Damage** connected with pre-existing contaminated property
 - (iii) for **Damage** caused by a succession of several events where such individual event would not warrant immediate action
 - (iv) in respect of the removal of any risk of an adverse effect on human health on **Your** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **Your** care, custody or control
 - (v) in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time **Remediation** commences
 - (vi) in respect of costs for prevention of imminent threat of environmental **Damage** where such costs are incurred without there being **Pollution or Contamination** caused by a sudden, identifiable, unintended and unexpected incident
 - (vii) for **Damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
 - (viii) in respect of costs for the reinstatement or reintroduction of flora or fauna, natural habitats or species
 - (ix) for **Damage** caused deliberately or intentionally by **You** or where **You** have knowingly deviated from environmental protection rulings or where **You** have knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **You** are responsible
 - (x) in respect of fines or penalties of any kind
 - (xi) for **Damage** caused by the ownership or operation on **Your** behalf of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
 - (xii) for **Damage** which is covered by a more specific insurance policy
 - (xiii) for **Damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
 - (xiv) for **Damage** caused by disease in animals belonging to or kept or sold by **You**.

Our liability will not exceed £100,000 for any one occurrence and in the aggregate in any one **Period of Insurance** inclusive of all **Costs and Expenses**. This limit will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**.

General Data Protection Regulations

We will indemnify **You** in respect of legal liability under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and the equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time), in connection with personal data (as defined in the Regulation) processed by **You** provided that **We** will not be liable for:

- (a) the payment of fines and penalties
- (b) the cost of replacing reinstating rectifying or erasing any personal data.

Our liability shall not exceed £1,000,000 or the Limit of Indemnity stated in the **Schedule**, whichever is the lower, during any one **Period of Insurance** inclusive of all **Costs and Expenses**.

Health and Safety at Work etc. Act 1974

We will indemnify **You** and at **Your** request, any director, partner or **Employee** against legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, committed or alleged to have been committed during the **Period of Insurance**, including legal costs and expenses incurred with **Our** written consent in an appeal against conviction arising from such proceedings.

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We will not be liable for:

- (a) fines or penalties of any kind
- (b) proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- (c) costs and expenses insured by any other policy.

Indemnity to Other Persons

We will at **Your** request indemnify:

- (a) any of **Your** directors, partners or **Employees**
- (b) any officer, committee member or other person employed by **Your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
- (c) any director, partner or official for whom with **Your** consent an **Employee** is undertaking private work
- (d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **You** for the performance of work
- (e) any legal representative of any of the above in the event of their death

for amounts which they are legally liable in respect of which **You** would have been entitled to payment under this policy if the claim had been made against **You**.

Provided that:

- (i) any person is not entitled to be paid under any other insurance
- (ii) any person will observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- (iii) **We** will retain the sole conduct and control of any claim
- (iv) the total amount **We** will pay for damages to **You** and any such persons will not exceed the Limit of Indemnity stated in the **Schedule**.

Legionella

Section Exclusion 9 will not apply to any discharge release or escape of Legionella or other airborne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like.

All **Pollution or Contamination** which arises out of or as a consequence of any discharge release or escape of Legionella or other airborne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like will be deemed

to have occurred on the date that **You** first become aware of circumstances which have given rise to such **Pollution or Contamination**.

This indemnity only applies to claims first made against **You** during the **Period of Insurance** or within 30 days after the expiry of the **Period of Insurance**. **You** shall give notice in writing to **Us** immediately on becoming aware of circumstances which have given or may give rise to a claim under this Extension.

We will not be liable:

- (a) if before the current **Period of Insurance** **You** had become aware of circumstances which have or may give rise to such **Pollution or Contamination**
- (b) if **You** have failed to comply with the Health and Safety Executives Approved Code of Practice – Legionnaires Disease: The control of legionella bacteria in water systems – or any subsequent amending Code of Practice.

It is a condition precedent to **Our** liability that **You** keep records evidencing compliance for **Our** inspection or produce copies of such records immediately on request.

Our liability will not exceed £500,000 for any one occurrence and in the aggregate in any one **Period of Insurance** inclusive of all **Costs and Expenses**. This limit will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**.

Libel and Slander

We will indemnify **You** for claims made during the **Period of Insurance** arising from any act of libel or slander committed in good faith by **You** during the **Period of Insurance** in the course of the **Business** provided that **Our** liability will apply solely to **Your** in house publications including websites and trade publications.

Our liability will not exceed £100,000 in any one **Period of Insurance**.

Member to Member Liability

We will indemnify any member of **Your** sports or social organisations in respect of liability for accidental **Bodily Injury** or **Damage** to property sustained by fellow members of such organisations while engaged in the activities of such organisations.

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Overseas Personal Liability

We will indemnify **You** or at **Your** request any director or partner or any **Employee** or spouse of such person in respect of any amount for which they will be legally liable incurred in a personal capacity whilst temporarily outside the **Territorial Limits** in connection with the **Business**.

Provided that this indemnity shall not apply in respect of:

- (a) ownership or occupation of land and buildings
- (b) liability more specifically insured under any other insurance.

Property in Your Custody or Control

We will indemnify **You** in respect of legal liability for **Damage** to premises including fixtures and fittings leased, hired or rented to **You** or those in **Your** custody or control.

We will not be liable for legal liability under a contract unless legal liability would have attached to **You** in the absence of such contract.

Conditions

The following Conditions apply to this Section, in addition to the General Conditions and Claims Conditions at the front of this policy.

Discharge of Liability

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

- (a) the amount of the Limit of Indemnity or
- (b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as **Compensation**.

On payment **We** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of **Costs and Expenses** incurred prior to the date of such payment.

Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

We will not be liable under this Section in respect of:

1. **Bodily Injury** to any **Employee** arising out of and in the course of their employment in the **Business**
2. **Bodily Injury** or **Damage** arising from the ownership, possession or use by **You** or on **Your** behalf of:
 - (a) any aircraft, aerospace device, hovercraft or watercraft other than hand propelled watercraft and other watercraft not exceeding 7 metres in length
 - (b) any mechanically propelled vehicle (or trailer attached thereto) licensed for road use other than liability arising from:
 - (i) the use of plant as a tool of the trade on site or at the **Premises**
 - (ii) in respect of the loading or unloading of such vehicle; or
 - (iii) the movement of any such vehicle not the property of **You** which is interfering with the performance of the **Business**but this indemnity shall not apply if, in respect of such liability, compulsory insurance or security is required under any legislation governing the use of the vehicle
3. **Damage** to:
 - (a) property owned by or leased, hired or rented to **You** other than as insured under Property in Your Custody or Control Extension of this Section
 - (b) property belonging to **You** or held in **Your** care, custody or control other than:

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- (i) personal property of directors, partners or **Employees**
 - (ii) the property of customers or visitors temporarily on or about the **Premise**
 - (iii) as insured under Property in Your Custody or Control Extension
- 4. **Products** other than:
 - (a) food or beverages for consumption on the **Premises** by **Your** directors, partners, **Employees** or visitors
 - (b) the disposal of furniture and office equipment originally intended solely for use by **You** in connection with the **Business** and which is no longer required for that purpose
- 5. **Damage to Products** or the cost of making good or recalling such **Products** or the cost of rectifying defective work
- 6. **Damage** to property which **You** or any of **Your Employees** are or have been working on
- 7. fines, penalties or liquidated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
- 8. liability arising from or caused by the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged
- 9. liability in respect of **Pollution or Contamination** other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one **Period of Insurance** provided that:
 - (a) all **Pollution or Contamination** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
 - (b) **Our** liability for all **Compensation** payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one

- Period of Insurance** shall not exceed in the aggregate the Limit of Indemnity stated in the **Schedule**
- (c) this exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories.
10. liability in respect of **Pollution or Contamination** occurring in the United States of America and/or Canada and/or their dependencies or trust territories
11. liability arising in connection with any visits to or work on any **Offshore Installation** or any support vessel for any **Offshore Installation** or whilst in transit to or from any **Offshore Installation** or support vessel
12.
 - (a) exposure to
 - (b) inhalation of
 - (c) fears of the consequences of exposure to or inhalation of
 - (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of**Asbestos** including any products containing **Asbestos**
13. liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:
 - (a) any **Cyber Act** or **Cyber Incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**
 - (b) loss of use, reduction of functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**
- This Exclusion shall not apply in respect of:
- (i) **Bodily Injury**

SECTION 1: PUBLIC LIABILITY

- (ii) physical damage to material property

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** or a **Cyber Incident**

- 14. any liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other section had this insurance not been effected
- 15. **Bodily Injury** or **Damage** to property caused by or in connection with any work on or in:
 - (a) docks, harbours or railways
 - (b) watercraft
 - (c) chemical or petrochemical works, oil or gas refineries or storage facilities
 - (d) aircraft, airports or airfields
 - (e) power stations
 - (f) nuclear power stations
 - (g) any installation where nuclear processing is undertaken
 - (h) towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, flyovers, dams, motorways, quarries, mines or collieries
- 16. the **Excess** stated in the **Schedule**.

SECTION 2: PRODUCTS LIABILITY

Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Communicable Disease

- (a) Coronavirus being:
 - (i) any coronavirus; or
 - (ii) any disease caused by any coronavirus; or
 - (iii) any mutation or variation of any coronavirus or of any disease caused by any coronavirus.
- (b) Any other infectious disease in humans which has been determined or declared to:
 - (i) constitute a Public Health Emergency of International Concern under the International Health Regulations (2005) (as amended or replaced from time to time); and/ or
 - (ii) an outbreak identified as a major health incident in the United Kingdom, for which a Scientific Advisory Group for Emergencies has been activated by the Cabinet Office Briefing Room.

Compensation

Damages including interest.

Costs and Expenses

- (a) Claimants' legal costs for which **You** are legally liable
- (b) All costs and expenses incurred with **Our** written consent in defending any claim
- (c) The solicitor's fees incurred with **Our** written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

Cover

We will indemnify **You** against:

1. legal liability to pay **Compensation**
- and
2. **Costs and Expenses**

in respect of:

- (a) accidental **Bodily Injury** to any person
- (b) **Damage** to material property

occurring anywhere in the world during the **Period of Insurance** and caused by any **Products** supplied in or from the **Territorial Limits**.

Limit of Indemnity

Our liability to pay **Compensation** in respect of all occurrences during any one **Period of Insurance** shall not exceed the Limit of Indemnity stated in the **Schedule**.

Our liability under this Section for all **Compensation** payable in respect of all occurrences arising directly or indirectly from **Communicable Disease** during any one **Period of Insurance** and in the aggregate shall not exceed £1,000,000 inclusive of all **Costs and Expenses**. This limit will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**.

Where indemnity is provided for liability in respect of claims brought in the United States of America or Canada or their dependencies or trust territories the Limit of Indemnity stated in the **Schedule** shall be the maximum amount payable by **Us** inclusive of all **Costs and Expenses**.

Extensions

The following Extensions apply to this Section.

Consumer Protection and Food Safety Acts

We will indemnify **You** and at **Your** request any of **Your** directors, **Your** partners or **Employees** against costs and expenses incurred with **Our** written consent in connection with the defence of any proceedings or an appeal against conviction arising from such proceedings brought for a breach of:

- (a) Part 2 of the Consumer Protection Act 1987 or
- (b) Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

We will not be liable for:

- (a) the payment of fines or penalties
- (b) proceedings or appeals in respect of any deliberate act or omission

SECTION 2: PRODUCTS

LIABILITY

(c) costs and expenses insured by any other policy.

Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify **You** in respect of:

- (a) legal costs and expenses incurred with **Our** prior written consent and
- (b) prosecution costs awarded against **You** in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of death to any person other than an **Employee** happening in connection with the **Business** during the **Period of Insurance** and which may be the subject of payment under this Section provided that:
 - (i) **Our** liability will not exceed £5,000,000 or the Limit of Indemnity stated in the **Schedule**, whichever is the lower, during any one **Period of Insurance**
 - (ii) all amounts payable under this Extension will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**
 - (iii) where **We** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **Us** will be deducted from the amount payable under this Section
 - (iv) **We** agreed in writing to the appointment of any solicitor or counsel who is to act on **Your** behalf prior to their appointment.

We will not be liable for:

- (a) any fines or penalties or the cost of implementing any remedial order or publicity order
- (b) an appeal against any fines, penalties, remedial order or publicity order
- (c) any costs incurred which result from the failure to comply with any remedial order or publicity order

- (d) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **Us** that there are strong prospects of success
- (e) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **You** or any other director, partner or **Employee of Yours**
- (f) costs and expenses provided by any other source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- (g) costs and expenses in connection with the defence of any criminal proceedings brought in any country outside the **Territorial Limits**.

Court Attendance Compensation

We will pay **You** the daily rates stated below if any of the following are required to attend court as a witness at **Our** request:

- (a) **You**, any director or business partner £750
- (b) any **Employee** £250

Cross Liabilities

Where there is more than one person named as the **Policyholder** in the **Schedule** this Section will apply separately to each named person as if each is insured by a separate policy, provided always that **Our** maximum liability in the aggregate for damages to all parties insured will not exceed the Limit of Indemnity stated in the **Schedule**.

Health and Safety at Work etc. Act 1974

We will indemnify **You** and at **Your** request, any director, partner or **Employee** against legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, committed or alleged to have been committed during the **Period of Insurance**, including legal costs and expenses incurred with **Our** written consent in an appeal against conviction arising from such proceedings.

We will not be liable for:

- (a) fines or penalties of any kind
- (b) proceedings or appeals in respect of any deliberate or intentional criminal act or omission

SECTION 2: PRODUCTS LIABILITY

(c) costs and expenses insured by any other policy.

Conditions

The following Conditions apply to this Section, in addition to the General Conditions and Claims Conditions at the front of this policy.

Discharge of Liability

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

- (a) the amount of the Limit of Indemnity or
- (b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as **Compensation**.

On payment **We** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of **Costs and Expenses** incurred prior to the date of such payment.

Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

We will not be liable under this Section in respect of:

- 1. **Bodily Injury** to any **Employee** arising out of and in the course of their employment in the **Business**
- 2. a contract unless legal liability would have attached to **You** in the absence of such contract
- 3. legal liability arising from or caused by the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged
- 4. liability caused by or arising from property in **Your** care, custody or control
- 5. **Damage to Products** or the cost of making good or recalling such **Products** or the cost of rectifying defective work
- 6. liquidated damages, fines or penalties

- 7. punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages
- 8. all liability in respect of **Pollution or Contamination** other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one **Period of Insurance** provided that:
 - (a) **Pollution or Contamination** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
 - (b) **Our** liability for all **Compensation** payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the aggregate the Limit of Indemnity stated in the **Schedule**
 - (c) this exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories.
- 9. liability in respect of **Pollution or Contamination** occurring in the United States of America and/or Canada and/or their dependencies or trust territories
- 10. **Products** which with **Your** knowledge are exported directly or indirectly to the United States of America or Canada
- 11. any **Products** which with **Your** knowledge are used in the aircraft, space, petro-chemical, gas, offshore, ship building and repair or nuclear industries
- 12. any **Products** which with **Your** knowledge are to be used in the motor industry other than those not affecting the safety, stability, steering or braking of the vehicle
- 13. liability caused by or arising from **Products** where the action is brought against **You** in any country not being a member of the European Union where **You** have a branch or a parent or a subsidiary company or are represented by a person or company holding **Your** Power of Attorney

SECTION 2: PRODUCTS LIABILITY

14. liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:
- (a) any **Cyber Act** or **Cyber Incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**
 - (b) loss of use, reduction of functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**

This Exclusion shall not apply in respect of:

- (i) **Bodily Injury**
- (ii) physical damage to material property

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** or a **Cyber Incident**

15. any liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other section had this insurance not been effected
16. the **Excess** stated in the **Schedule**.

SECTION 3: EMPLOYERS' LIABILITY

Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Compensation

Damages including interest.

Costs and Expenses

- (a) Claimants' legal costs for which **You** are legally liable
- (b) all costs and expenses incurred with **Our** written consent in defending any claim
- (c) the solicitor's fees incurred with **Our** written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

Offshore Installation

Any:

- (a) installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- (b) installation in the sea or tidal waters which is intended for the storage or recovery of gas or generation of electricity
- (c) pipe or system of pipes in the sea or tidal waters
- (d) accommodation installation for persons who work on or from the locations specified above.

Cover

We will indemnify **You** against:

1. legal liability to pay **Compensation** to any **Employee**

and

2. **Costs and Expenses**

in respect of **Bodily Injury** caused in the course of the **Business**:

- (a) during the **Period of Insurance**
- (b) within the **Territorial Limits**

- (c) elsewhere in the world in respect of any journey or temporary visit in connection with the **Business** by **You** or any of **Your** directors, partners or **Employees** normally resident within the **Territorial Limits**.

Limit of Indemnity

Our liability to pay **Compensation** and **Costs and Expenses** in respect of any one claim or series of claims against **You** arising out of one original cause shall not exceed the Limit of Indemnity stated in the **Schedule**.

Extensions

The following Extensions apply to this Section.

Contractual Liability

Liability assumed by **You** under contract or agreement which would not have attached in the absence of such contract or agreement will be the subject of indemnity under this Section provided that:

- (a) **We** shall retain sole conduct and control of any claim
- (b) **You** shall arrange for such other parties as may be indemnified by any such contract or agreement, to observe and fulfil the terms and conditions of this insurance so far as they can apply.

We will not indemnify any person or entity falling within the definition of the **Policyholder** other than **You** for any contractual liability, unless such liability would have attached in the absence of any contract or agreement.

Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify **You** in respect of:

- (a) legal costs and expenses incurred with **Our** prior written consent and
- (b) prosecution costs awarded against **You** in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death to an **Employee** happening in connection with the **Business** during the **Period of Insurance** and which may be the subject of payment under this Section provided that:

SECTION 3: EMPLOYERS' LIABILITY

- (i) **Our** liability will not exceed £5,000,000 during any one **Period of Insurance**
- (ii) all amounts payable under this Extension will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**
- (iii) where **We** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **Us** will be deducted from the amount payable under this Section
- (iv) **We** agreed in writing to the appointment of any solicitor or counsel who is to act on **Your** behalf prior to their appointment.

We will not be liable for:

- (a) any fines or penalties or the cost of implementing any remedial order or publicity order
- (b) an appeal against any fines penalties remedial order or publicity order
- (c) any costs incurred which result from the failure to comply with any remedial order or publicity order
- (d) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **Us** that there are strong prospects of success
- (e) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **You** or any other director, partner or **Employee** of **Yours**
- (f) costs and expenses provided by any other source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- (g) costs and expenses in connection with the defence of any criminal proceedings brought in any country other than Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Court Attendance Compensation

We will pay **You** the daily rates stated below if any of the following are required to attend court as a witness at **Our** request:

- (a) **You**, any director or business partner £750
- (b) any **Employee** £250

Cross Liabilities

Where there is more than one person named as the **Policyholder** in the **Schedule** this Section will apply separately to each named person as if each is insured by a separate policy, provided always that **Our** maximum liability in the aggregate for damages to all parties insured will not exceed the Limit of Indemnity stated in the **Schedule**.

Health and Safety at Work etc. Act 1974

We will indemnify **You** and at **Your** request, any director, partner or **Employee** against legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, committed or alleged to have been committed during the **Period of Insurance**, including legal costs and expenses incurred with **Our** written consent in an appeal against conviction arising from such proceedings.

We will not be liable for:

- (a) fines or penalties of any kind
- (b) proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- (c) costs and expenses insured by any other policy.

Indemnity to Other Persons

We will at **Your** request indemnify:

- (a) any of **Your** directors, partners or **Employees**
- (b) any officer, committee member or other person employed by **Your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
- (c) any director, partner or official for whom with **Your** consent an **Employee** is undertaking private work
- (d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **You** for the performance of work

SECTION 3: EMPLOYERS' LIABILITY

- (e) any legal representative of any of the above in the event of their death

for amounts which they are legally liable in respect of which **You** would have been entitled to payment under this policy if the claim had been made against **You** provided that:

- (i) any person is not entitled to be paid under any other insurance
- (ii) any person will observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- (iii) **We** will retain the sole conduct and control of any claim
- (iv) the total amount **We** will pay for damages to **You** and any such persons will not exceed the Limit of Indemnity stated in the **Schedule**.

Unsatisfied Court Judgements

If any **Employee** or their personal representative obtains a judgement from a court within the **Territorial Limits** for damages for **Bodily Injury** against any company or individual operating from premises within the **Territorial Limits** and that judgement remains unpaid in whole or in part for more than six months after the date of the award **We** will pay at **Your** request the amount of any unpaid damages and awarded costs to the **Employee** or their personal representative.

Provided that:

- (a) the **Bodily Injury**:
 - (i) is caused during the **Period of Insurance**
 - (ii) arises out of and in the course of employment in the **Business**
- (b) there is no appeal outstanding
- (c) if a payment is made the **Employee** or their personal representative will assign the judgement to **Us**.

Conditions

The following Conditions apply to this Section, in addition to the General Conditions and Claims Conditions at the front of this policy.

Certificate of Employers' Liability Insurance

If this policy or this Section is cancelled then any Certificate of Employers' Liability insurance issued by **Us** is deemed to be cancelled at the same time.

Discharge of Liability

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

- (a) the amount of the Limit of Indemnity or
- (b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as **Compensation**.

On payment **We** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of **Costs and Expenses** incurred prior to the date of such payment.

Our Right of Recovery

The insurance provided by this Section is deemed to be in accordance with any law relating to compulsory insurance or liability to **Employees** whilst employed in the **Territorial Limits** but **You** will repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

SECTION 3: EMPLOYERS' LIABILITY

Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

We will not be liable under this Section in respect of:

1. **Bodily Injury** to any **Employee** arising out of the ownership, possession or use by or on **Your** behalf of any mechanically propelled vehicle or trailer if liability is required by any road traffic legislation to be the subject of compulsory insurance or other security
2. **Bodily Injury** to any **Employee** working in or on any **Offshore Installation** or any support vessel for any **Offshore Installation** or whilst in transit to or from any **Offshore Installation** or support vessel
3. fines, penalties or liquidated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
4. any liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other section had this insurance not been effected
5. **Bodily Injury** to any **Employee** working in or on:
 - (a) docks, harbours or railways
 - (b) watercraft
 - (c) chemical or petrochemical works, oil or gas refineries or storage facilities
 - (d) aircraft, airports or airfields
 - (e) power stations
 - (f) nuclear power stations
 - (g) any installation where nuclear processing is undertaken
 - (h) towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, flyovers, dams, motorways, quarries, mines or collieries.

SECTION 4: DIRECTORS' AND OFFICERS' LIABILITY

Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Claim

Any written demand for monetary damages or non-monetary relief, any civil proceedings or any formal administrative or regulatory proceedings.

Circumstance

Information or facts or matters of which **You** are aware may result in a claim against **You** which **You** could become legally liable to pay and which arises out of the exercise and conduct of the **Business**.

Communicable Disease

- (a) Coronavirus being:
 - (i) any coronavirus; or
 - (ii) any disease caused by any coronavirus; or
 - (iii) any mutation or variation of any coronavirus or of any disease caused by any coronavirus.
- (b) Any other infectious disease in humans which has been determined or declared to:
 - (i) constitute a Public Health Emergency of International Concern under the International Health Regulations (2005) (as amended or replaced from time to time); and/or
 - (ii) an outbreak identified as a major health incident in the United Kingdom, for which a Scientific Advisory Group for Emergencies has been activated by the Cabinet Office Briefing Room.

Compensation

Damages including interest.

Defence Costs

All costs and expenses incurred with **Our** written consent in the investigation, defence or settlement of any claim or **Circumstance** notified under the terms of this insurance and/or the cost of representation at any enquiry or other proceedings which have a direct or indirect relevance to this investigation, defence or settlement of any matter notified under the terms of this insurance.

Employment Practice Claim

A **Claim** for an **Employment Wrongful Act**.

Employment Wrongful Act

Any act, error or omission committed or attempted by or allegedly committed or attempted by **You** or an **Insured Person**, or by any third party where **You** are held vicariously liable, relating to any actual or alleged:

- (a) breach of any employment contract
- (b) wrongful dismissal or termination of employment whether actual or constructive
- (c) unfair dismissal
- (d) unequal pay
- (e) unlawful deduction from wages
- (f) discrimination including on grounds of sex, sexual orientation, pregnancy, age, religion, race, or disability
- (g) sexual or other harassment or victimisation in the workplace
- (h) employment related misrepresentations
- (i) wrongful deprivation of any career opportunity, employment or promotion or demotion
- (j) failure to grant tenure
- (k) wrongful discipline or negligent evaluation
- (l) employment related invasion of privacy, defamation, libel, slander or humiliation
- (m) failure to adopt adequate employment or workplace policies or procedures
- (n) employment-related breach, violation or non-compliance with the Data Protection Act 2018
- (o) illegal retaliatory treatment including retaliation in violation of any law relating to whistleblowing

arising solely as a result of the employment or non-employment by **You** of any current, former or prospective **Employee**.

Insured Person

- (a) In respect of all **Claims** other than **Employment Practice Claims** any natural person who was, now is, or may hereafter become a director, officer, governor, committee member or trustee of **Yours**.
- (b) In respect of **Employment Practice Claims**, any natural person who was, now is, or may hereafter become a director, officer, governor, committee member, trustee or **Employee** of **Yours**.

SECTION 4: DIRECTORS' AND OFFICERS' LIABILITY

- (c) In the event of the death or incompetency or bankruptcy of an **Insured Person**, cover is extended to include heirs, legal representatives or assigns, for legal liability incurred due to a **Wrongful Act** of such **Insured Person**.
- (d) Any lawful spouse, civil partner or domestic partner of any director, officer, governor, committee member or trustee of **Yours** but excluding any natural person who was, now is or may hereafter become a trustee or administrator of any pension or superannuation scheme, health and welfare plan or other employee benefit programme established or maintained for the benefit of **Employees**.

Loss

- (a) **Compensation**, judgements or settlements agreed with **Our** prior written consent (which will not be unreasonably withheld).
- (b) Claimants' legal costs.
- (c) **Defence Costs**.

Run-Off Period

72 consecutive months from the date from which **You** do not renew this Section of the policy.

Subsidiary

- (a) Any branch, division or other internal structure of **Yours** except any pension fund, or scheme established for the company's own directors, officers or **Employees**
- (b) any company in respect of which **You** (either directly or indirectly through one or more of its subsidiaries):
 - (i) controls the composition of the board of directors or
 - (ii) controls more than half the voting power or
 - (iii) holds more than half of the issued share capital
- (c) any company falling within (a) or (b) above which is acquired or created on or subsequent to the inception date of this Section and of which the total assets do not exceed 20% of **Your** total consolidated assets at the last financial year end, provided that cover will only apply in respect of a **Wrongful Act** committed or alleged to have been committed by an **Insured Person** subsequent to the date of such acquisition or creation

- (d) any company other than those referred to in (b) (i), (ii) or (iii) in respect of which **We** have given prior written consent to cover it as a subsidiary under this Section.

Takeover

Any sale of **You** or **Your** merger with or acquisition by another entity such that **You** are not the surviving entity, or the acquisition by any entity or person of 50% or more of **Your** voting stock.

Wrongful Act

Any actual or alleged error, misstatement, misleading statement, act, omission, neglect, breach of trust, breach of duty, breach of warranty of authority, breach of statutory law, defamation, **Employment Wrongful Act**, wrongful trading or any other wrongful act or omission committed or attempted by or allegedly committed or attempted by any **Insured Person** while acting in their capacity as an **Insured Person** for **You** in connection with the **Business**.

You/Your/Yourself/Policyholder

The company or organisation named in the **Schedule** and including all **Subsidiaries**.

Cover

Cover sub-section A – Directors' and Officers' Liability

We will indemnify the **Insured Persons** against legal liability for **Loss** arising from any **Claim** for a **Wrongful Act** which is first made against them jointly or severally and notified to **Us** during the **Period of Insurance** except when and to the extent that they have been indemnified by **You**.

Cover sub-section B – Entity Reimbursement

We will indemnify **You** against legal liability for **Loss** arising from any **Claim** for a **Wrongful Act** which is first made against an **Insured Person** and notified to **Us** during the **Period of Insurance** but only when and to the extent it will be lawful for **You** to indemnify them.

SECTION 4: DIRECTORS' AND OFFICERS' LIABILITY

Cover sub-section C – Entity Liability

Cover under this sub-section is provided only if shown as being operative in **Your** current **Schedule**.

We will indemnify **You** against legal liability for Loss arising from any **Claim** for a **Wrongful Act** other than any **Employment Wrongful Act** which is first made against **You** and notified to **Us** during the **Period of Insurance**.

Limit of Indemnity

Our liability in respect of all **Losses** arising from all **Claims** first made against **You** in any one **Period of Insurance** will not exceed the Limit of Indemnity stated in the **Schedule**.

Our liability under this Section for all **Compensation** payable in respect of all occurrences arising directly or indirectly from **Communicable Disease** during any one **Period of Insurance** and in the aggregate shall not exceed the Limit of indemnity stated in the **Schedule** or £1,000,000 whichever is the lesser inclusive of all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**.

Extensions

The following Extensions apply to this Section.

Court Attendance Compensation

We will pay **You** the daily rates stated below if any of the following are required to attend court as a witness at **Our** request:

- (a) any director or officer £750
- (b) any **Employee** £250

Emergency Costs and Expenses

In the event that **You** are unable to contact **Us** to obtain consent to authorise costs and expenses following a **Claim** which has been notified to **Us** **We** agree to pay **You** for emergency costs and expenses necessarily and reasonably incurred.

Our liability under this Extension in respect of all **Claims** first made against **You** in any one **Period of Insurance** will not exceed 10% of the Limit of Indemnity stated in the **Schedule**.

Extended Reporting Period

If:

- (a) **We** cancel or refuse to renew this Section for any reason other than non-payment of premium or non-compliance with terms and conditions of this policy

or

- (b) **You** refuse to renew this Section

You will have the right to an extension of the expiring **Period of Insurance** provided by this Section in respect of any **Claim** first made against an **Insured Person** during the 12 months after the effective date of such cancellation or expiry of this Section.

Provided that:

1. this Extension will only be operative:
 - (a) if **You** do not replace the cover provided by this Section with any other similar policy with another insurer
 - (b) if written notice is given to **Us** within 10 days of the effective date of cancellation or expiry of this Section
 - (c) subject to payment of 50% of the annual premium of this Section for the expiring **Period of Insurance**
 - (d) if the premium referred to in (c) is paid to **Us** within 30 days of the effective date of cancellation or expiry of this Section
2. **We** will not be liable for any **Claim** arising from a **Wrongful Act** committed or attempted after the effective date of cancellation or expiry of this Section
3. an offer by **Us** to renew this Section subject to terms, conditions or a Limit of Indemnity different from those of the expiring **Period of Insurance** will not constitute a refusal to renew
4. there has been no **Takeover**
5. **Our** liability under this Extension will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**.

Legal Representation

We will indemnify **You** in respect of reasonable costs and expenses necessarily incurred with **Our** written consent for representation at any official examination, enquiry, investigation or other proceedings ordered or commissioned by a body legally empowered

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to investigate **Your** affairs that are first instigated against **You** and notified to **Us** during the **Period of Insurance** and which may otherwise be the subject of indemnity under this Section.

Our liability will not exceed £100,000 in the aggregate during the **Period of Insurance** and this limit will form part of and not be in addition to the Limit of Indemnity stated in the **Schedule**.

Outside Organisations

We will indemnify the **Insured Person** for any **Wrongful Act** committed in the capacity as a director, officer, governor, committee member or trustee of any voluntary not-for profit charitable organisation, other than **You** or any **Subsidiary**, registered (for any purpose), domiciled or incorporated in the **Territorial Limits**.

Provided that:

- (a) the **Insured Person** was acting in such capacity on **Your** written authority and request
- (b) if a **Claim** or **Loss** would but for the existence of this Extension be insured by any other valid and collectable policy in respect of such other organisation, **We** will only be liable for any amount above that collectable under such other policy.

Pollution or Contamination Defence Costs

We will pay for **Defence Costs** incurred by the **Insured Person** as a result of any **Claim** arising from **Pollution or Contamination**.

Provided that:

- (a) **We** will not be liable for any **Claim** arising from a **Wrongful Act** occurring prior to the original inception date of this Section
- (b) **Our** liability under this Extension will not exceed £100,000 which will form part of and not be in addition to the Limit of Indemnity.

Retired Insured Persons

In the event that **You** do not renew this Section and only in respect of any **Insured Person** who retires prior to the date of non-renewal, this Section will continue in force during the **Run-Off Period**.

Provided that:

- (a) cover under this Extension will only apply to a **Claim** arising from any **Wrongful Act** prior to the date of retirement of the **Insured Person**

- (b) the **Run-Off Period** shall run concurrently with any extended reporting period under Section Extension Extended Reporting Period
- (c) no indemnity is provided by any other insurance.

Conditions

The following **Conditions** apply to this Section, in addition to the **General Conditions and Claims Conditions** at the front of this policy.

Allocation of Loss

- (a) In respect of **Defence Costs** jointly incurred by **You** and **Insured Persons** and any joint settlement of a **Claim** made against both **You** and **Insured Persons**, such **Defence Costs** and joint settlement having been consented to by **Us** (such consent will not be unreasonably withheld), **You**, the **Insured Persons** and **Us** agree to use our best efforts to determine a fair and proper allocation of the amount as between **You**, the **Insured Persons** and **Us**
- (b) under Cover sub-section A, **We** will, to the fullest extent permissible by law, advance **Defence Costs** prior to the final settlement of the **Claim**, unless such **Defence Costs** have been advanced by **You**
- (c) under Cover sub-section B, **We** will, to the fullest extent permissible by law, advance **Defence Costs** prior to the final settlement of the **Claim**

such advance payments of **Defence Costs** as referred to in (b) and (c) will be repayable to **Us** by the **Insured Persons** and **You** severally according to their respective interests, in the event and to the extent that it is determined that they will not be entitled under this Section to payment of such **Defence Costs**.

Authorisation

You will act on behalf of **Yourself** and all **Insured Persons** with respect to the giving and receiving notice of any **Claim**, the payment of premiums and the receipt and acceptance of any endorsements attaching to and forming part of this Section.

Avoidance

In the event **We** are entitled to avoid this Section as if it had not existed from the start date **We** may at **Our** option elect instead to give notice in writing to **You** that **We** regard this Section as in full force and effect but that any **Loss** which has arisen or which

SECTION 4: DIRECTORS' AND OFFICERS' LIABILITY

may arise and which is related to the circumstances which entitle **Us** to avoid this Section will be excluded from the cover provided.

This Section will then continue in full force and effect but will be deemed to exclude the particular **Loss** referred to in such notice as if it had been specifically endorsed from the start date.

Continuous Wrongful Acts

Related or continuous or repeated actual or alleged **Wrongful Acts** will constitute a single **Wrongful Act**.

Contest of Claims

- (a) Neither the **Insured Person** nor **You** will be required to contest any legal proceedings unless counsel (to be mutually agreed upon by the **Insured Person, You** and **Us**) advises that such proceedings should be contested.
- (b) **We** will not settle any **Claim** without the consent of the **Insured Person** or **You**. If however the **Insured Person** or **You** refuse to consent to any settlement recommended by **Us** and elects to contest or continue any legal proceedings in connection with such **Claim**, then **Our** liability for the **Claim** will not exceed the amount by which the **Claim** could have been so settled inclusive of **Defence Costs** incurred with their consent up to the date of such refusal, and then only up to the Limit of Indemnity.
- (c) **We** will be entitled to nominate a solicitor and, if appropriate, a barrister to represent the **Insured Person**.

Defence of Claims

It is a condition precedent to **Our** liability that the **Insured Person** and **You** will:

- (a) give **Us** such information and co-operation as **We** reasonably require and will not disclose to anyone the existence of this insurance without **Our** prior written consent, unless as a consequence of the requirements of the law
- (b) not admit liability for or attempt to settle any **Claim** or incur **Defence Costs** without **Our** written consent. **We** will be entitled at any time to take over and conduct in the name of **Insured Person** and **You** the defence or settlement of any **Claim** or to prosecute in the name of **Insured Person** and **You** for their own

benefit any claim for payment, indemnity or damages or otherwise against any third party. In any event no action will be taken which might prejudice **Us**.

Discharge of Liability

We may at any time pay to **You** in connection with any **Claim** or series of **Claims**:

- (a) the amount of the Limit of Indemnity or
- (b) any lesser amount for which such **Claim** or **Claims** can be settled less any sum or sums already paid.

On payment **We** shall relinquish the conduct and control of and be under no further liability in connection with such **Claim** or **Claims** except for the payment of claimants' legal costs and **Defence Costs** incurred prior to the date of such payment.

Notice of Circumstance or Claim

It is a condition precedent to **Our** liability that the **Insured Person** and/or **You** will give **Us** notice in writing of any:

- (a) **Circumstances** which might reasonably be expected to give rise to a **Claim** against an **Insured Person**, including the reasons for the anticipation of such **Claim**, with full particulars as to dates and persons involved, as soon as reasonably possible. Any subsequent **Claim** arising out of the notified **Circumstances** will be deemed to have been made at the time of notice to **Us**
- (b) **Claim** as soon as reasonably possible and in any event within 30 days of the end of the **Period of Insurance**.

Other Insurance

If a **Claim** or **Loss** would but for the existence of this policy be insured by any other valid and collectable policy **We** will only be liable for any amount above that collectable under such other policy.

Proportionality of Costs

Where **You** become liable to pay a sum in excess of the amount of indemnity available under this Section **We** will pay only the proportion of any claimants' legal costs and **Defence Costs** that the available amount of indemnity bears to **Your** total liability.

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Severability

- (a) The application for this insurance will be construed as a separate application by each **Insured Person**. With regards to the **Proposal Form** together with the declarations and statements contained therein, no statements in such **Proposal Form** or knowledge possessed by any **Insured Person** will be imputed to any other **Insured Person** for the purposes of determining the availability of indemnity by this Section for loss arising from a **Claim** made against an **Insured Person**.
- (b) For the purpose of determining the applicability of any conditions and exclusions, the **Wrongful Act** of any **Insured Person** or **You** will not be imputed to any other **Insured Person**.

Takeover

In the event of a **Takeover** any cover by this Section in respect of **Loss** arising from a **Claim** will apply only to any **Loss** by reason of **Wrongful Acts** committed by an **Insured Person** prior to the date of such **Takeover**.

Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

We will not be liable under this Section in respect of:

1. any actual or alleged bodily or psychological injury, sickness, disease or death of any person or any actual or alleged damage to or destruction of any tangible property, including loss of use thereof, other than in respect of:
 - (a) **Defence Costs**
 - (b) any **Claim** for emotional distress in respect of an **Employment Practice Claim**
2. **Pollution or Contamination** other than as provided for under Section Extension Pollution or Contamination Defence Costs
3. any **Loss** in connection with any **Claim** directly or indirectly arising from or in any way involving:
 - (a) any trading losses, liabilities or debts
 - (b) defamation, libel or slander resulting from errors or omissions in printing
 - (c) an **Insured Person** acting in any capacity as external or statutory auditor, liquidator, receiver, administrator or administrative receiver
4. any **Loss** in connection with any **Claim** directly or indirectly arising from or in any way involving:
 - (a) **You** or an **Insured Person** receiving any remuneration or gaining any profit or advantage which **You** or they had or have no legal entitlement to
 - (b) any actual dishonest, fraudulent or malicious act or omission of any **Insured Person**
 - (c) any act or omission which an **Insured Person** knew to be a **Wrongful Act** or which was committed by the **Insured Person** in reckless disregard of whether it was a **Wrongful Act** or not

SECTION 4: DIRECTORS' AND OFFICERS' LIABILITY

5. any actual or alleged breach of any professional services or duty by any **Insured Person** or **You**
6. any **Loss** in connection with any **Claim** brought about by, or contributed to by, or consequent upon, any fact, **Circumstance** or situation which has been the subject of any notice given under any insurance which was in force prior to the **Period of Insurance** or which was known about by **You** or any **Insured Person** prior to the **Period of Insurance** and might reasonably be expected to give rise to a **Claim** but was not disclosed to **Us** prior to inception of this Section
7. any **Loss** in connection with any **Claim** brought by or on behalf of any **Insured Person** or **You**, other than:
 - (a) a **Claim** instigated by a shareholder or group of shareholders without the solicitation, participation or assistance of any **Insured person** or **You**
 - (b) an **Employment Practice Claim** brought or maintained by any **Insured Person**
 - (c) a **Claim** brought or maintained by any **Insured Person** for contribution or indemnity, if the **Claim** directly results from any other valid **Claim** made under this Section brought by a liquidator, administrative receiver or receiver either derivatively on behalf of **You** without the solicitation, participation or assistance of any **Insured Person** or **You**
8. any **Loss** in connection with any **Claim** made by or on behalf of any person or entity holding beneficially or otherwise more than 20% of **Your** issued share capital whether such **Claim** is made in **Your** name or not
9. any **Loss** in connection with any **Claim** based upon or attributable to the actual or intended listing of any of **Your** share capital on any stock exchange
10. any **Claim** or **Circumstance** or **Defence Costs** arising from actual or attempted **Abuse**
11. any **Claim** either directly or indirectly or in connection with or in any way involving medical malpractice
12. any **Claim** brought (or the enforcement of any judgement or award entered against **You**) outside the courts of the United Kingdom, Channel Islands, Isle of Man and Member States of the European Union
13. any **Claim** or **Loss** arising from **Your** failure to arrange and/or maintain insurance and/or finance
14. any liability for, or directly or indirectly arising out of, or in any way involving **You** acting in the capacity of trustee, fiduciary or administrator of any employer-sponsored pension or superannuation scheme or superannuation programme
15. any **Claim** which arises out of any statement which **You** or an **Insured Person** knew, or ought reasonably to have known, was libellous or slanderous at the time it was made
16. any **Claim** arising out of **Your** contractual liability unless such liability would have existed in the absence of such a contract or agreement
17. any liability arising out of **Your** involvement in any joint venture, consortium or other profit sharing scheme
18. liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:
 - (a) any **Cyber Act** or **Cyber Incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**
 - (b) loss of use, reduction of functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**.

SECTION 4: DIRECTORS' AND OFFICERS' LIABILITY

This Exclusion shall not apply in respect of:

- (i) **Bodily Injury**
 - (ii) physical damage to material property directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** or a **Cyber Incident**
19. any liability in respect of taxes, fines, penalties or liquidated, punitive or exemplary damages, aggravated or multiplied damages, or claims deemed uninsurable by law
20. any liability under Cover sub-section C – Entity Liability:
- (a) arising out of any responsibility, duty or obligation imposed by law in relation to health & safety, unemployment, social security, retirement or disability benefits or any similar law
 - (b) arising out of any act or omission, responsibilities, obligations or duties by or on **You** imposed by the Transfer of Undertakings (Protection of Employment) Regulations 2006
 - (c) for any salary or wages earned while in **Your** employment or employment related benefits
 - (d) for contractual damages based on the terms of a contract of employment
 - (e) for any liability or costs incurred to modify any building or property in order to make such building or property more accessible or accommodating to any disabled persons
21. the **Excess** stated in the **Schedule**.

SECTION 5: MONEY AND ASSAULT

Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Injury

Bodily Injury by violent and visible means.

Insured Person

You or any of **Your** partners, directors or any **Employee** aged between 16 and 80 years.

Loss of Limb

Total loss of one or more limbs at or above the wrist or ankle or total and permanent loss of use of any entire limb.

Loss of Sight

Total and irrecoverable loss of sight in one or both eyes.

Medical Expenses

Any reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner and any hospital, nursing home or ambulance charges.

Money

Negotiable Money and **Non-Negotiable Money** all pertaining to the **Business** and belonging to **You** or which **You** are responsible for.

Negotiable Money

Current currency, uncrossed bankers drafts, postal and money orders, uncrossed cheques, travellers cheques, national savings stamps, bus and rail travel cards and passes, telephone cards, current postage stamps, luncheon vouchers, gift tokens, holiday with pay stamps, trading stamps, premium bonds, savings stamps and National Lottery 'Instants' and other scratch cards.

Non-Negotiable Money

Crossed cheques, postal orders, money orders, bankers drafts, national giro drafts, payment orders, dividend warrants, national savings certificates, unused postal franking machine units, stamped or impressed national insurance cards, premium bonds, VAT purchase invoices, credit and debit card sales vouchers and consumer redemption vouchers.

Permanent Total Disablement

Permanent inability to engage in any gainful employment, other than such inability caused by **Loss of Limb** or **Loss of Sight**.

Temporary Total Disablement

Temporary and absolute inability to engage in usual occupation.

Temporary Partial Disablement

Temporary disablement preventing the **Insured Person** to attend to a substantial and essential part of their usual occupation.

Cover

We will pay for physical loss of **Money** as described below subject to the limits stated in the **Schedule**:

- (a) loss of **Non-Negotiable Money**
- (b) loss of **Negotiable Money**:
 - (i) in transit, in **Your** personal custody or in the custody of any authorised **Employee** or in a bank night safe
 - (ii) on the **Premises** during **Business Hours**
 - (iii) on the **Premises** out of **Business Hours** contained in locked safe(s)
 - (iv) on the **Premises** out of **Business Hours** not contained in locked safe(s)
 - (v) in **Your** home or in the home of any authorised **Insured Person**
- (c) loss of:
 - (i) **Negotiable Money** and travellers cheques
 - (ii) **Negotiable Money** in collection tins and envelopes occurring anywhere in **Europe**.

SECTION 5: MONEY AND ASSAULT

Extensions

The following Extensions apply to this Section.

Credit Cards

We will pay for any amount for which You become liable under the terms of issue of any bank charge credit debit or cash card issued and used only in connection with the Business following fraudulent use by any unauthorised person within the Territorial Limits.

Provided that You report the loss to the issuing company immediately and to the police within 24 hours of discovering the loss and have complied with the terms and conditions of issue of the card.

Our liability will not exceed £5,000 in any one Period of Insurance.

Safes

We will pay the cost of repair or replacement as a result of Damage following theft or attempted theft of Money to any:

- (a) safe or strongroom
- (b) postal franking machine
- (c) security case, bag or waistcoat used to carry Money.

Conditions

The following Conditions apply to this Section in addition to the General Conditions and Claims Conditions at the front of this policy.

Accompaniment Condition

It is a condition precedent to Our liability that whenever Negotiable Money is in transit:

- (a) the Negotiable Money must be accompanied by not less than:
 - (i) two responsible Insured Persons when in excess of £3,000
 - (ii) three responsible Insured Persons when in excess of £6,000
- (b) the time of the day and the routes taken must be varied

unless otherwise agreed by Us in writing or amended by Endorsement to this Section as specified in the Schedule.

Records

It is a condition precedent to Our liability that You keep a complete record of all Money held by You and deposit that record in a secure place other than in a safe or strongroom containing Money.

Safe Keys and Combination Codes

It is a condition precedent to Our liability that outside Business Hours:

- (a) any safe will be securely locked
- (b) any key and records of a code to the safe will be removed from the Premises.

Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

This Section does not cover:

1. clerical or accounting errors or shortages due to error or omission
2. any loss due to the fraud or dishonesty of any director, partner or Employee unless the loss is discovered within ten working days of the date of its occurrence
3. loss caused by dishonoured cheques or by the use of counterfeit Money
4. loss from any unattended Vehicle being any Vehicle with no person in charge or keeping the Vehicle under observation and able to observe or prevent any attempt by any person to interfere with the Vehicle
5. loss from any coin-operated vending, gaming or amusement machine or payphone unless specially agreed as insured and stated in the Schedule
6. Damage caused by theft or attempted theft occurring outside Business Hours to any till or cash register unless its drawer has been left in an open position containing no Money
7. loss of Money belonging to the Post Office
8. the Excess stated in the Schedule.

SECTION 5: MONEY AND ASSAULT

Special Extension – Personal Assault

Cover

We will pay **You** and **Your** legal representative in the event of **Injury** to any **Insured Person** consequent upon robbery or hold up or any attempt thereat in the course of the **Business** and such **Injury** directly and independently of any other cause results within twenty four months in:

1. Death
2. **Loss of Limb**
3. **Loss of Sight**
4. **Permanent Total Disablement**

Our liability will not exceed £25,000.

5. **Temporary Total Disablement**

Our liability will not exceed £250 per week

6. **Temporary Partial Disablement**

Our liability will not exceed £62.50 per week.

Extensions

The following Extensions apply to this Special Extension.

Counselling Costs

If any **Insured Person** sustains **Injury** consequent upon robbery or hold up or any attempt thereat in the course of the **Business** **We** will pay the fees for professional counselling when recommended by a qualified medical practitioner.

Our liability will not exceed:

- (a) £1,000 any one **Insured Person** in total for all claims or series of claims, arising out of any one original cause; and
- (b) £5,000 in total for all **Insured Persons** and in total for all claims or series of claims, arising out of any one original cause.

Medical Expenses

If an **Insured Person** incurs medical expenses as a result of **Injury** consequent upon robbery or hold up or any attempt thereat in the course of the **Business** **We** will pay up to £1,000 in respect of any one **Insured Person**.

Personal Effects

We will pay for **Damage** to clothing and personal effects belonging to an **Insured Person** as a direct result of robbery or hold up or any attempt thereat in the course of the **Business**.

Our liability will not exceed £500 in respect of any one **Insured Person**.

Special Conditions

The following Conditions apply to this Special Extension, in addition to the General Conditions and Claims Conditions at the front of this policy.

Compensation Payment

- (a) Compensation will not be payable for more than one of the following **Death**, **Loss of Limb**, **Loss of Sight**, **Permanent Total Disablement**, in respect of any one **Insured Person**.
- (b) Compensation will not be payable for **Temporary Total Disablement**:
 - (i) until the end of the period of disablement but **We** will on request make interim payments at intervals of not less than four weeks
 - (ii) for more than 104 weeks from the date of sustaining **Injury** in respect of any one **Injury**.
- (c) The total amount payable as compensation for **Temporary Total Disablement** will be deducted from any subsequent compensation payment for **Death**, **Loss of Limb**, **Loss of Sight**, **Permanent Total Disablement** that follows from the same cause
- (d) The total amount payable as compensation for **Temporary Total Disablement** or **Temporary Partial Disablement** or a combination thereof is payable for a maximum of 104 weeks from the date of commencement of the first of these injuries to occur
- (e) Compensation for **Temporary Total Disablement** or **Temporary Partial Disablement** shall be payable when the total amount has been agreed or at **Your** request at intervals or not less than four weeks (but not in advance) commencing four weeks after receipt of written notice of any **Injury** by **Us**
- (f) Compensation for **Temporary Partial Disablement** is payable at a rate of 25% of the amount payable as compensation for **Temporary Total Disablement**.

SECTION 5: MONEY AND ASSAULT

Medical Evidence

- (a) In the event of any disablement the **Insured Person** will place themselves under the care of a qualified medical practitioner and as often as required submit to a medical examination on **Our** behalf at **Our** expense
- (b) In the event of Death of an **Insured Person** **We** will be entitled to have a post mortem examination at **Our** expense
- (c) All certificate, information and evidence required by **Us** will be furnished at **Your** expense and in the form and nature as **We** require.

Exclusions

The following Exclusions apply to this Special Extension in addition to the General Exclusions at the front of this policy.

This Section does not cover:

1. illness or disease not resulting from **Injury** or suffering from **Injury** due to any gradually operating cause
2. Death or disablement arising from or attributable to intentional self-injury, provoked assault or wilful exposure to needless peril (except in an attempt to save human life)
3. Death or disablement contributed to or accelerated by the influence of intoxicating liquor or drugs taken by the **Insured Person** (other than for drugs taken under medical supervision unless for the treatment of drug or alcohol addiction) or insanity (whether temporary or otherwise).

SECTION 6: ALL RISKS

Your Schedule will show if this Section is operative

Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Contents

The following property used solely in connection with **Your Business**, belonging to **You** or for which **You** are legally responsible:

- (a) musical instruments, items on loan, musical scores including temporarily hired or borrowed
- (b) machinery and plant, trade and office furniture
- (c) fixtures, fittings, blinds and signs, alterations and decorations
- (d) patterns, models, moulds, plans and designs
- (e) deeds, documents, manuscripts, business books and computer system records
- (f) all other contents including curios and pictures
- (g) **Personal Effects** not exceeding £250 any one person but excluding any property which is more specifically insured
- (h) **Money** not exceeding £1,000
- (i) wines, spirits and tobacco held for entertainment purposes not exceeding £500
- (j) **Tenants Improvements**
- (k) Computers and Photographic equipment.

Personal Effects

Personal possessions normally worn, carried by, on or about the person, clothing, tools and pedal cycles not otherwise insured, belonging to **Your** directors, partners, trustees and **Employees**.

Tenant's Improvements

Improvements, alterations and decorations which have been undertaken to the **Buildings** either by **You** or a previous occupier, as tenant and for which **You** are legally responsible as occupier and not as owner.

Cover

We will pay for **Damage** to the property specified in the **Schedule** under this Section occurring at the **Premises**, anywhere within the **Territorial Limits** or **Europe**.

Extensions

The following **Extensions** apply to this Section.

Index Linking

The sum insured specified in the **Schedule** will be adjusted at monthly intervals in accordance with fluctuations in suitable indices of cost. This adjustment will continue after any **Damage** if the repairs or reinstatement are done without delay.

We will not charge any extra premium during the **Period of Insurance** but at the end of the period **We** will calculate the renewal premium based on the revised sum insured.

Non-Invalidation

The insurance by this Section, other than in respect of **Damage** by theft or any attempt thereat, will not be invalidated by any act or omission or by any alteration unknown to **You** and beyond **Your** control whereby the risk of **Damage** is increased provided that as soon as **You** become aware of any such act or omission or alteration **You** will give immediate written notice to **Us** and pay any additional premium required.

Subrogation Waiver

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

- (a) any company standing in the relation of Parent to Subsidiary or Subsidiary to Parent to **You** as defined in the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **Damage**
- (b) any company which is a Subsidiary of a Parent Company of which **You** are yourself a Subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **Damage**.

SECTION 6: ALL RISKS

Vending Machines

In respect of any vending machine specified in the **Schedule**, the insurance provided by this Section extends to include the contents (other than cash) of such machine provided that:

- (a) **Damage** to such contents occurs at the same time as **Damage** to the machine itself; and
- (b) **Our** liability will not exceed £100 any one occurrence.

Basis of Settlement Clauses

Average

Each item of property insured under this Section is similarly but separately subject to Average as specified in General Condition 4.

Basis of Claims Settlement

In the event of **Damage** to property insured by this Section the basis upon which the amount payable will be calculated is as follows:

- (a) musical scores - the costs reasonably incurred in their reproduction, repair or replacement
- (b) deeds, documents, manuscripts and business books - their value as stationery only together with the cost of clerical labour expended in writing up and not for the value to **You** of the information contained therein
- (c) computer systems records - the value of the materials only together with the cost of clerical labour and computer time expended in reproducing the records provided that **We** will not pay for the value to **You** of the information contained therein or for any expense in connection with the production of information to be recorded therein
- (d) patterns, models, moulds, plans and designs - the value of the materials only together with the cost of labour expended in reinstatement of such property
- (e) **Personal Effects** not otherwise insured - the cost of repair or replacement at the time of the **Damage**
- (f) all other **Contents** - the cost of repairing or replacing the property equal to its condition when new provided that:
 - (i) this is carried out without delay and in the most economical manner

- (ii) when property is subject to partial **Damage Our** liability will not exceed the estimated replacement cost which would have been payable had it been wholly lost or destroyed
- (iii) until replacement has been carried out no payment will be made beyond the amount which would be payable if an allowance were made for wear, tear or depreciation.

Maximum Amount Payable

The most **We** will pay in respect of any one occurrence will not exceed the sum insured shown in **Your Schedule** for any one item adjusted in accordance with Index Linking.

Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

This Section does not cover:

1. **Damage** caused by or consisting of:
 - (a) wear, tear, depreciation or diminution in value
 - (b) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
 - (c) faulty or defective workmanship, operational error or omission on the part of **You** or any of **Your Employees**
 - (d) denting, mechanical or electrical defect, failure, breakdown or derangement
 - (e) any gradually operating cause, including (but not restricted to) atmospheric or climatic conditions, dry or wet rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests, marring or scratching
 - (f) any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any property

SECTION 6: ALL RISKS

- (g) use of any article contrary to manufacturers' instructions
 - (h) storm or flood unless the property is contained in an enclosed vehicle or in a building
 - (i) change in temperature, colour, flavour, texture or finish
2. **Damage** by theft or attempted theft:
- (a) to any property away from the **Premises** unless:
 - (i) the property is in **Your** personal custody or the personal custody of any partner, director or **Employee** of **Yours** or
 - (ii) contained in a securely locked or occupied buildingand involves forcible and violent entry to or exit from the building or assault, violence or threat thereof towards **You, Your** partners, directors or **Employee**
 - (b) from any unattended building unless all security devices are put into full and effective operation and such theft or attempted theft involves forcible and violent entry to or exit from the building
 - (c) from any unattended **Vehicle** being any **Vehicle** with no person in charge or keeping the **Vehicle** under observation and able to observe or prevent any attempt by any person to interfere with the **Vehicle** unless:
 - (i) any immobiliser and/or alarm system fitted to the **Vehicle** is put into full and effective operation
 - (ii) entry or access to the **Vehicle** involves forcible and violent means
3. breakage of brittle articles unless forming part of photographic equipment
4. losses not directly associated with the incident that caused **You** to claim
5. the **Excess** stated in the **Schedule**.

SECTION 7: CANCELLATION AND ABANDONMENT

Your Schedule will show if this Section is operative

Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Abandoned/Abandonment

The inability to complete the **Event** in whole or part once it has started.

Adverse Weather

Extreme weather conditions which:

- (a) are deemed by the Event's Health and Safety Official (or an appropriate emergency authority or local authority) to present a danger to those attending and/or organising (including those responsible for the set up of the **Event**) and/or performing if the **Event** were to proceed
- (b) which cause the **Venue** to become inaccessible or unusable.

Cancelled/Cancellation

The inability to proceed with any **Event** prior to commencement.

Event

The planned public event which **You** are either organising or attending in connection with **Your Business** and taking place within the **Territorial Limits** during the **Period of Insurance**.

Expenses

The total of all costs and charges which **You** have incurred or which **You** are liable to pay in connection with attending, organising, running or providing services solely for the **Event**, had a loss not occurred

Less any:

- (a) savings in respect of costs and expenses that cease or are reduced as a result of **Abandonment, Cancellation** or **Postponement** of the **Event**
- (b) income **You** have received from any source relating to the **Event**.

Postponed/Postponement

The unavoidable deferment of the **Event** to another time and/or **Venue**.

Venue

The location or locations where the **Event** is to be held.

Cover

We will reimburse irrecoverable **Expenses** if the **Event** is necessarily and unavoidably **Abandoned, Cancelled** or **Postponed** due to a cause beyond **Your** control occurring during the **Period of Insurance**.

Our liability will not exceed the sum insured shown in the **Schedule** in any one **Period of Insurance**.

Extension

The following Extensions apply to this Section.

Adverse Weather

The insurance by this Section extends to include reimbursement of irrecoverable **Expenses** following the **Event** being **Abandoned, Cancelled** or **Postponed** during the **Period of Insurance** due to **Adverse Weather**.

Provided that:

- (a) **We** will not be liable for any loss in respect of an **Event** where the commencement of this Section is within 14 days of the date the **Event** is scheduled to begin
- (b) the burden of proving that the loss results from **Adverse Weather** shall be upon **You**. Evidence will be required to support any claim, including but not limited to photographic evidence, Met Office records and the Health and Safety official's statement.

SECTION 7: CANCELLATION AND ABANDONMENT

Conditions

The following Conditions apply to this Section in addition to the General Conditions and Claims Conditions at the front of this policy.

Average

If at the time of any loss the potential out of pocket **Expenses** of the **Event** is greater than the sum insured stated in the **Schedule**, **You** will be considered as being **Your** own insurer for the difference and shall bear a rateable proportion of the loss.

Event Precautions

It is a condition precedent to **Our** liability that **You** must:

- (a) take all reasonable precautions to prevent or minimise damage, accident or **Bodily Injury**
- (b) maintain the **Venue** (including its fixtures & fittings), machinery, and equipment in a good and safe state of repair whilst in **Your** custody, care, and control or the custody, care and control of any authorised **Employee**
- (c) exercise due care in the selection and supervision of **Employees**
- (d) comply with any manufacturer's guidelines and instructions for the use of any equipment used at the **Event**
- (e) comply with all relevant statutory requirements and other regulations relating to the safety of persons and property used at and during the **Event**.

Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

This Section does not cover:

1. circumstances expected to cause **Abandonment, Cancellation, or Postponement** of the **Event**, which were known to **You** prior to and/or at the commencement of this Section
2. loss of or damage to property
3. a breach of contract
4. the failure or absence of any teleconferencing or similar picture or data communication links whether by telephone, radio, satellite or television transmission to or from any part of the **Event**
5. the unavailability of the **Venue** as a result of any work being carried out there by contractors making it unusable in whole or in part (other than as a result of an emergency occurring after the inception of this Section)
6. the interruption of and/or **Abandonment, Cancellation, or Postponement** of the **Event** for any reason directly or indirectly connected with the holding of a general Election in the United Kingdom unless such general election is held within 10 days the **Event**
7. failure of delegates or exhibitors to pay **You**
8. insufficient or lack of:
 - (a) finance, however caused
 - (b) sales
 - (c) fund raising, sponsorship or support towards the **Event**
 - (d) interest for attendance at the **Event**
9. **Your** failure to make necessary arrangements for the successful fulfilment of the **Event** in a timely manner
10. the non-appearance of:
 - (a) delegates, exhibitors, guests, visitors, or key speakers because of state affairs or government matters;

SECTION 7: CANCELLATION AND ABANDONMENT

- (b) any one key speaker, performer, or other key person who would perform an essential function needed for the successful fulfilment of the **Event**
- 11. the failure or non-appearance of any supplier or performer where service and booking arrangements cannot be evidenced
- 12. circumstances arising through, or because of restrictions imposed by the local authorities, or regulatory bodies
- 13. Court mourning, death of a member of the royal family or head of state
- 14. **Abandonment, Cancellation, or Postponement** of the **Event** following the death, injury or illness of any party over the age of 75 years
- 15. **Expenses** paid by **You** to a professional event organiser, planner or co-ordinator, as a lump sum, for the total costs of **Your Event**, for all suppliers involved
- 16. **Abandonment, Cancellation or Postponement** or any other losses resulting from the failure or non-appearance of a contracted professional event planner, organiser or co-ordinator
- 17. costs where contracts have not been taken out between **You** and the end supplier
- 18. **Abandonment, Cancellation or Postponement** directly or indirectly arising from:
 - (a) the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency
 - (b) any travel advisory or warning being issued by a national or international body or agency
 - (c) industrial action or labour disputes, existing or threatened prior to the commencement of this Section, whether known to **You** or not
- 19. weather conditions other than as provided for under Section Extension Adverse Weather.

SECTION 8: PROPERTY DAMAGE

Your Schedule will show if this Section is operative

Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Computer Equipment

Electronic computer or other data processing and storage equipment, including media and other items used in conjunction with such equipment and **Portable Computer Equipment**.

Contents

The following property used solely in connection with **Your Business**, belonging to **You** or for which **You** are legally responsible and kept at the **Premises**:

- (a) machinery and plant, trade and office furniture
- (b) fixtures, fittings, blinds and signs
- (c) patterns, models, moulds, plans and designs
- (d) deeds, documents, manuscripts, business books and computer system records
- (e) all other contents including curios and pictures
- (f) **Personal Effects** not exceeding £1,000
- (g) **Money** not exceeding £500
- (h) motor vehicles, motor chassis and their contents but excluding any property which is more specifically insured.

Declared Value

Your assessment of the cost of Reinstatement of the **Buildings** at the level of costs applying at the start of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with in as far as the insurance provides allowance for:

- (a) the additional cost of reinstatement to comply with public authority requirements
- (b) professional fees
- (c) debris removal costs.

Personal Effects

Personal possessions normally worn, carried by, on or about the person, clothing, tools and pedal cycles not otherwise insured, belonging to **Your** directors, partners, **Employees**, customers and visitors.

Portable Computer Equipment

- (a) laptops, palmtops and notebooks
- (b) personal digital assistants
- (c) projectors, printers, scanners and other peripheral devices which are designed to be carried and used in conjunction with other Portable Computer Equipment
- (d) removable satellite navigation systems
- (e) digital cameras.

Specified Stock

- (a) Tobacco, cigarettes and cigars
- (b) Wines and spirits
- (c) Jewellery, watches, precious metals and stones
- (d) Non-ferrous metals

owned by **You** or for which **You** are legally responsible for the purposes of the **Business**.

Stock

Stock and materials in trade including:

- (a) raw materials
- (b) work in progress
- (c) finished goods
- (d) goods in trust

owned by **You** or for which **You** are legally responsible for the purposes of the **Business** excluding **Specified Stock**.

Tenant's Improvements

Improvements, alterations and decorations which have been undertaken to the **Buildings** either by **You** or a previous occupier, as tenant and for which **You** are legally responsible as occupier and not as owner.

Cover

Damage occurring at or within 50 metres of the **Premises** to the **Property Insured** described in the **Schedule** occurring during the **Period of Insurance**.

SECTION 8: PROPERTY DAMAGE

Extensions

The following Extensions apply to this Section.

Additional Costs of Construction – Energy Efficiency

We will pay for the additional costs of reinstatement following **Damage** to the **Buildings** arising solely from the necessity to comply with the application of the EC Directive on Energy Performance of Buildings 2002/91 (as enacted in applicable national law) provided that **We** will not be liable under this cover for any such costs or expenses:

- (a) in respect of **Damage** occurring prior to the inception of this Section
- (b) for work which takes more than 12 months from the date of **Damage** unless prior consent has been given by **Us**
- (c) in respect of property entirely undamaged

Our liability will not exceed £1,000,000 or 15% of the Property Damage sum insured shown in the **Schedule**, whichever is the lower.

Additional Statutory Costs

We will pay reasonably and necessarily incurred additional costs involved in complying with statutory regulations or local authority requirements following **Damage** to the **Property Insured** provided that **We** will not be liable under this cover for any such costs or expenses:

- (a) incurred following **Damage** to **Stock** and **Specified Stock**
- (b) in respect of **Damage** occurring prior to the inception of this Section
- (c) in respect of property entirely undamaged
- (d) where notice to comply has been served upon **You** prior to the occurrence of **Damage**
- (e) for work which takes more than 12 months from the date of **Damage** unless prior consent has been given by **Us**.

Our liability will not exceed:

- (i) in respect of damaged property 15% of the sum insured shown in the **Schedule**
- (ii) in respect of undamaged portions of the property (other than foundations) 15% of the total amount for which **We** would have been liable had the property been wholly destroyed.

The total amount recoverable under any item of this Section will not exceed its sum insured.

Architects' and Surveyors' Fees

Within the overall limit of the sum insured on **Property Insured** (excluding **Stock** and **Specified Stock**) **We** will pay the cost of architects', surveyors', consulting engineers', legal and other fees necessarily and reasonably incurred with **Our** consent in the reinstatement or repair of the property following **Damage** but excluding fees charged for the preparation of any claim.

Branded Goods

In the event of **Damage** to **Property Insured** any salvage of branded goods or merchandise belonging to **You**, held in trust, on commission or goods sold but not delivered will not be disposed of by sale without **Your** consent.

If such salvage is not disposed of by sale then the amount of **Damage** will be assessed at the value agreed between **You** and **Us** and taken into consideration in the settlement of the claim.

We will pay reasonable costs **You** incur to:

- (a) stamp "salvage" on the goods or its containers provided that the stamp will not physically damage the goods; or
- (b) remove the brands or labels, provided that if doing so will not physically damage the goods. **You** must relabel the goods or its containers to comply with the law.

Capital Additions

This Section includes:

- (a) newly acquired and/or newly erected **Buildings** and **Contents** anywhere within the **Territorial Limits** in so far as such property is not otherwise insured
- (b) alterations, additions and improvements to existing **Buildings** and **Contents** at the **Premises** but excluding any appreciation in the value of such property during the **Period of Insurance** provided that **You** will notify **Us** of such capital additions as soon as possible or within 6 months of the addition and pay the appropriate additional premium that may be required to provide retrospective cover from the commencement date of **Your** liability for such property. Following such notification the provisions of this Extension are fully reinstated.

Our liability will not exceed £1,000,000 or 15% of the Property Damage sum insured shown in the **Schedule**, whichever is the lower.

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Continuing Interest and Hire Charges

In the event of **Damage** at the **Premises** where **You** are liable under contract for interest charges or continuing hire charges not recoverable under the terms of a lease or similar agreement in respect of property for which **You** are responsible and which is not otherwise insured **We** will pay such charges actually and reasonably incurred.

Our liability will not exceed £10,000 in any one **Period of Insurance**.

Contract Price

In respect of goods sold but not delivered for which **You** are legally responsible and where the sale contract is cancelled by reason of **Damage** then **Our** liability will be based on the contract price. For the purpose of the General Condition 4. Average the sum insured will be calculated on the same basis.

Contract Works

The insurance by this Section extends to include temporary or permanent works executed or in the course of execution at the **Premises** by **You** or on **Your** behalf for the purposes of alterations or improvements to the **Premises** including unfixed site materials supplied for incorporation into the works but not including property more specifically insured.

Our liability will not exceed £250,000 any one single contract.

Contractors Interest

Where **You** are required to effect insurance on the **Property Insured** in joint names of **You** and the contractor under the terms of a contract condition then the interest of the contractor in the **Property Insured** as joint **Policyholder** is hereby noted.

Our liability will not exceed £250,000 any one single contract.

Contracting Purchaser

If **You** contract to sell the **Buildings** the purchaser will be entitled to the benefit provided by this Section, between the exchange of contracts and the completion of the sale, provided that the purchaser completes the purchase and the **Buildings** are not otherwise insured.

Debris Removal Costs

(a) The insurance by this Section extends to include costs and expenses necessarily incurred by **You** with **Our** consent in:

- (i) removing debris
- (ii) dismantling or demolishing
- (iii) shoring up or propping

of the portion or portions of the **Property Insured** which has been subject to **Damage** but excluding any such costs or expenses incurred in respect of **Stock** and **Specified Stock**

(b) where **Stock** and **Specified Stock** is insured the insurance by this Section includes costs and expenses necessarily incurred by **You** with **Our** consent in removing debris of the portion or portions of such insured property which has suffered **Damage** but **Our** liability in respect of **Damage** to **Stock** and **Specified Stock** will not be increased above the respective sum insured by the operation of this Extension provided that **We** will not be liable for any such costs or expenses:

- (i) incurred in removing debris except from the site of the **Property Insured** which has suffered **Damage** and from the area immediately adjacent to such site
- (ii) arising from pollution or contamination of property not insured by this Section.

Our liability will not exceed the Property Damage sum insured shown in the **Schedule**.

Drains, Sewers and Gutters

We will pay costs and expenses necessarily incurred by **You** with **Our** consent for cleaning and/or clearing of drains, sewers and gutters in consequence of **Damage** to the **Property Insured** provided that **We** will not be liable for any such costs or expenses:

- (a) incurred in removing debris except from the site of the **Property Insured** which has suffered **Damage** and from the area immediately adjacent to such site
- (b) arising from pollution or contamination or property not insured by this Section.

Exhibitions

We will pay for **Damage** caused to **Property Insured** excluding **Buildings** and **Tenants Improvements** whilst:

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- (a) within the premises of any trade show or exhibition within **Europe** at which **You** are participating as an exhibitor
- (b) in transit thereto and therefrom any show or exhibition within **Europe** but excluding theft or attempted theft from any unattended **Vehicle**.

Our liability will not exceed £50,000 in any one **Period of Insurance**.

Fire Brigade Charges

We will pay **You** the reasonable costs charged by any Public Authority relating to the extinguishing or fighting of fire.

Further Investigation Costs

Where **You** have suffered **Damage** to **Buildings** insured by this Section and in the opinion of a competent construction professional, in respect of the same event, there is a reasonable possibility of **Damage** to:

- (a) a portion of the same **Building** which is not immediately apparent
- (b) **Buildings** for which **You** are responsible in the immediate vicinity

We will pay the reasonable costs incurred by **You** with **Our** prior consent in establishing whether or not such **Damage** has occurred.

Provided that:

part (b) above is subject to such **Buildings** in the immediate vicinity being found to have suffered **Damage** for which **We** are liable under this Section.

Our liability will not exceed £25,000 in any one **Period of Insurance**.

Glass

We will pay for **Damage** to fixed glass, lamps, signs and name plates at the **Premises** not owned by **You** or insured by this policy including necessarily incurred additional costs involved in:

- (a) boarding up or temporary glazing pending replacement of broken glass
- (b) removing and re-fixing window fittings and other obstacles to replacement

provided that **You** are legally responsible for the repair of such **Damage**.

Our liability will not exceed £25,000 in any one **Period of Insurance**.

Inadvertent Omission to Insure

This Section extends to include any **Premises** in the United Kingdom which **You** own or for which **You** are responsible which **You** have an obligation to insure but have inadvertently been left uninsured.

Provided that:

- (a) **You** advise **Us** in writing immediately **You** become aware of an omission to insure and will pay the appropriate premium from the date upon which the insurance of the property became **Your** responsibility
- (b) **You** will carry out at not less than annual intervals a check of all properties owned by **You** or for which **You** are responsible to ensure that effective insurance is in force for such properties
- (c) **Our** liability will not exceed £1,000,000 any one occurrence.

This Extension will only be effective if **We** are the sole provider of **Buildings** Insurance in respect of **Your** properties owned in connection with the **Business** as defined in the **Schedule** and where **You** have an obligation to arrange such insurance.

We will not be liable for:

- (i) any premises more specifically insured
- (ii) any appreciation in value

Index Linking

The sum insured specified in the **Schedule** will be adjusted at monthly intervals in accordance with fluctuations in suitable indices of cost. This adjustment will continue after any **Damage** if the repairs or reinstatement are done without delay.

We will not charge any extra premium during the **Period of Insurance** but at the end of the period **We** will calculate the renewal premium based on the revised sum insured.

Interested Parties

Any act or omission by the leaseholder, lessee, mortgagor or **You** or by any tenant occupying or using the **Buildings** which increases the possibility of **Damage** will not prejudice the insured interest of the freeholder, lessor or mortgagee provided that:

- (a) such act or omission is entirely without the authority of the freeholder, lessor or mortgagee
- (b) as soon as the freeholder, lessor or mortgagee becomes aware of any such act or omission

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they will give immediate written notice to **Us** and pay any additional premium required.

Landscaping Costs

We will pay **You** for the costs necessarily and reasonably incurred by **You** with **Our** consent in repairing or reinstating **Damage** to the landscaped gardens and grounds at the **Premises** caused by fire brigade equipment and personnel in the course of combating fire or any other insured event provided that **You** are legally responsible for the repair or reinstatement of such **Damage**.

Our liability will not exceed £25,000 in any one **Period of Insurance**.

Loss of Metered Utilities

We will pay charges for which **You** are responsible if water, oil, gas or electricity is accidentally discharged from a metered system providing service to the **Premises** as a result of **Damage** insured under this Section.

We will not be liable for any such charges incurred by **You** in respect of any **Vacant or Unoccupied Building**.

Our liability will not exceed £25,000 in any one **Period of Insurance**.

Loss Minimisation Expenses

We will pay for the costs necessarily and reasonably incurred by **You** with **Our** consent in:

- (a) preventing or reducing losses in the event of imminent **Damage** which would have been insured under this Section
- (b) alleviating **Damage** insured under this Section during and after the event of such **Damage**

Provided that:

- (i) the impending **Damage** was not reasonably foreseeable earlier and would be the inevitable outcome if such costs and expenses were not incurred
- (ii) the impending **Damage** did not arise from any defect in the **Property Insured**
- (iii) the impending **Damage** is not more specifically insured.

Our liability will not exceed £10,000 in any one **Period of Insurance**.

Loss of Rent

This Section extends to include:

- (a) loss of rent receivable by **You**:
 - (i) the amount by which the rent receivable by **You** during the indemnity period stated in the **Schedule** shall in consequence of **Damage** fall short of the rent which would have been received during the period had **Damage** not occurred
 - (ii) the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in rent receivable, which but for that expenditure would have taken place during the indemnity period stated in the **Schedule** in consequence of the **Damage**, but not exceeding the total of:
 - the amount of the reduction in the rent receivable thereby avoided, plus
 - 5% of the loss of rent Sum Insured or £250,000, whichever is the lower

less any savings in respect of expenditure payable out of rent receivable which reduces or ceases in consequence of the **Damage**.

In arriving at the amount of rent receivable adjustments shall be made as may be necessary to provide for the trends of the **Business** and for variations in or special circumstances affecting the **Business** either before or after the **Damage** which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted will represent as nearly as may be reasonably practicable the rent which but for the **Damage** would have been obtained during the relative period after the **Damage**.

If following **Damage**, the amount of rent receivable is maintained by the provision of alternative accommodation by **You**, such rent shall be taken into account in calculating the amount payable.

- (b) loss of rent payable to **You** following **Damage** to the **Premises** which makes them uninhabitable during the period necessary to reinstate or repair the **Buildings** or portions from which **You** operate **Your Business** or to make it accessible for a period not exceeding the indemnity period stated in the **Schedule**. Provided that cover for any costs will only apply to the extent that they are not otherwise insured.

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If at the time of **Damage**, the Sum Insured is less than the **Insurable Amount** the amount otherwise payable shall be proportionately reduced.

Insurable Amount shall mean the annual rent receivable (or in the case of (b) the annual rent payable) at the commencement of the **Period of Insurance**, such amount to be proportionately increased to correspond with the period of rent insured where that period exceeds twelve months.

Property Stored

We will pay for **Damage** to **Stock** and **Specified Stock** whilst removed from the **Premises** but remaining within the United Kingdom. **We** will not pay for:

- (a) **Stock** and **Specified Stock** more specifically insured
- (b) **Damage** to **Stock** and **Specified Stock** in any yard, car park, open space or contained within an open sided structure or open sided building
- (c) **Damage** caused other than by a **Defined Peril**.

Our liability will not exceed £100,000 any one occurrence.

Non-invalidation

The insurance by this Section, other than in respect of **Damage** by theft or any attempt thereat, will not be invalidated by any act or omission or by any alteration unknown to **You** and beyond **Your** control whereby the risk of **Damage** is increased provided that as soon as **You** become aware of any such act or omission or alteration **You** will give immediate written notice to **Us** and pay any additional premium required.

Obsolete Building Materials

We will pay the reasonable additional cost incurred in the replacement of **Damaged** materials which given consideration to the knowledge at the time of installation, construction or fitting were deemed fit for purpose but require replacement with more suitable modern materials following **Damage**.

Protection Equipment Expenses

We will pay **You** the cost of refilling fire extinguishing equipment and smoke cloaks used solely as a consequence of **Damage**.

Our liability will not exceed the Property Damage sum insured shown in the **Schedule**.

Reinstatement to Match (Computer Equipment)

Where **Computer Equipment** has suffered **Damage**, **You** may replace, repair or restore the property with equivalent property which employs current technology, and replacement, repair or restoration with such property for the purposes of this Section shall not be regarded as being better or more extensive than when new.

Cover also extends to include:

- (a) the cost of replacement or modification of undamaged **Computer Equipment** insofar as it is necessary to adapt it to operate in conjunction with lost, destroyed or damaged property which has been replaced, repaired or restored
- (b) the cost of replacement, repair or modification of undamaged parts of **Computer Equipment** that form part of a matching set of articles, or suite of common design or function where the **Damage** is restricted to a clearly identifiable area or to a specific part.

Provided that:

- (a) **Our** total liability is not increased beyond the amount:
 - (i) that would otherwise have been payable for the replacement, repair or restoration of the property lost, destroyed or damaged in its original form
 - (ii) that would have been payable for replacement, repair or modification if such property forming a set of articles, or suite of common design or function had been wholly destroyed
- (b) **We** will be liable only for the amount sufficient to enable **You** to resume operations in substantially the same manner as before the **Damage**
- (c) where the property is lost, destroyed or damaged in part only, **We** will not be liable for more than the amount representing the cost which **We** would have paid for repair, restoration or replacement if such property had been wholly destroyed
- (d) if **Damage** to **Computer Equipment** results in undamaged computer records being incompatible with the replacement **Computer Equipment**, **We** will pay the cost of:
 - (i) modifying the **Computer Equipment**; or

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- (ii) replacing computer records with reinstatement of programs and/or information (but not for the value of the information to **You**)

whichever is the less

Our liability will not exceed the **Computer Equipment** sum insured shown in the **Schedule**.

Seasonal Stock Increase

The sums insured for **Stock** and **Specified Stock** is increased by 25% during each **Period of Insurance** either:

- (a) during November, December and the first 15 days of January and the 30 days up to and including Easter Day and 7 days thereafter
- (b) during any other period during the year where the seasonal trend of **Your Business** requires such an increase in the sum insured, provided that such trend can be supported by previous trading records and that the period of the increase does not exceed 90 days in any **Period of Insurance**.

Seventy Two Hour Clause

Damage caused by Storm, Flood or Earthquake if insured hereby occurring within each and every separate period of seventy-two hours during the currency of this Section will be deemed to be one occurrence in determining the application of any deductible or the **Excess**.

Sprinkler Upgrade Costs

We will pay the costs incurred following **Damage** to **Property Insured** to upgrade an automatic sprinkler installation within **Your Buildings** in order to comply with current Loss Prevention Council (LPC) rules.

Provided that:

- (a) at the date of **Damage** the installation conforms to the LPC rules current at the date of installation
- (b) the system has a complete service record up to the date of **Damage**.

Subrogation Waiver

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

- (a) any company standing in the relation of Parent to Subsidiary or Subsidiary to Parent to **You** as defined in the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **Damage**
- (b) any company which is a Subsidiary of a Parent Company of which **You** are yourself a Subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **Damage**
- (c) any tenant or lessee who contributes to the cost of the premiums but excluding **Damage** arising out of the tenant's or lessee's gross negligence or as a result of the tenant's or lessee's wilful act or recklessness.

Temporary Removal

We will pay for **Damage** to:

- (a) **Computer Equipment** and **Contents** whilst temporarily removed from the **Premises** for cleaning, renovation, repair or similar purposes and in transit thereto and therefrom anywhere within the **Territorial Limits**.

Our liability any one occurrence will not exceed:

- (i) 15% of the sum insured on each item
 - (ii) in the case of documents, manuscripts, plans and the like 15% of the total value.
- (b) **Contents, Stock** and **Specified Stock** whilst being transferred between **Premises** described in the **Schedule** including transit by road, rail or inland waterway between such **Premises**.

Our liability will not exceed the amount which would have been recoverable had the **Damage** occurred at the **Premises** from which the property is transferred or £50,000 whichever is the less in respect of any such transfers at any one time.

We will not pay for property more specifically insured.

Temporary Removal – Documents and Computer System Records

We will pay for **Damage** to the following whilst temporarily removed to premises not in **Your** occupation but whilst remaining within the **Territorial Limits**:

- (a) deeds and other documents, manuscripts, plans and writings of every description and books (but excluding computer system records)

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- (b) computer system records

We will not pay for property more specifically insured.

Our liability any one occurrence will not exceed:

- (i) in the case of deeds, documents and the like 15% of the **Contents** sum insured
- (ii) in the case of computer system records 10% of the **Contents** sum insured.

Theft Damage to Buildings

We will pay for **Damage** to the **Buildings** at the **Premises** not owned by **You** or insured by this policy resulting from theft or any attempt thereat provided that **You** are legally responsible for the repair of such **Damage**.

Our liability will not exceed £50,000 or 15% of the Property Damage sum insured shown in the **Schedule**, whichever is the lower.

Theft of Fixed Fabric of the Building

We will pay for theft of the fixed fabric of the **Buildings**, which **You** own or are legally responsible for including fixed external CCTV equipment and security lighting.

Our liability will not exceed £25,000 in any one **Period of Insurance**.

Theft of Keys

We will pay **You** costs and expenses necessarily and reasonably incurred for the replacement of locks or keys to the **Buildings** or to any safe or strongroom therein resulting from loss of keys following their theft:

- (a) from the **Buildings** or the home of any authorised **Employee**
- (b) involving assault or violence or threat thereof whilst such keys are in the personal custody of **You** or any authorised **Employee**.

Our liability will not exceed £25,000 in any one **Period of Insurance**.

Tobacco and Alcohol

We will pay **You** for **Damage** to tobacco, cigarettes, cigars, wines and spirits kept solely for entertainment purposes belonging to **You** or for which **You** are responsible.

Our liability will not exceed £1,000 in any one **Period of Insurance**.

Trace and Access

In the event of **Damage** at the **Premises** resulting from the escape of water or oil from any fixed installation, **We** will pay for costs necessarily and reasonably incurred in:

- (a) locating the source of **Damage** in order to effect repairs
- (b) making good.

Our liability will not exceed £25,000 in any one **Period of Insurance**.

Trade Samples

We will pay for **Damage** caused to trade samples whilst anywhere in **Europe** including while in transit thereto and therefrom but excluding theft or attempted theft from any unattended **Vehicle**.

Our liability will not exceed:

- (a) £1,000 in respect of any one single item
- (b) £10,000 any one **Period of Insurance**.

Unauthorised Use of Electricity Gas or Water

We will pay **You** for the cost of metered electricity, gas or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession of or occupying **Premises** without **Your** authority.

Provided that **You** shall take all practical steps to terminate such unauthorised use as soon as it is discovered.

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

Workmen

Workmen shall be allowed on the **Premises** for the purpose of carrying out minor repairs, decorations or alterations without affecting the cover provided by this Section.

Optional Extensions of Cover

Your Schedule will show if this Extension is operative.

Subsidence

Exclusion 17 of this Section is deleted.

This Section is extended to include **Damage** caused by subsidence, ground heave or landslip of any part of the site on which the **Property Insured** stands.

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We will not be liable under this Extension for:

- (a) **Damage** to yards, forecourts, terraces, drives, roads, pavements, walls, gates and fences unless a **Building** at the same **Premises** is damaged by the same cause at the same time
- (b) **Damage** caused by or consisting of bedding down of new structures or by the settlement or movement of made up ground or by coastal or river erosion
- (c) **Damage** occurring whilst the whole or part of the **Property Insured** is in the course of erection, structural alterations or repair or demolition
- (d) **Damage** caused by defective design or workmanship or defective materials
- (e) **Damage** which commenced prior to the inception of the cover under this Extension
- (f) **Damage** caused by or consisting of fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
- (g) the amount of the **Excess** stated in the **Schedule** applicable to Subsidence

Provided that:

Insofar as this insurance relates to **Damage** caused by subsidence, ground heave or landslip **You**:

- (a) keep the **Property Insured** in good and substantial repair
- (b) notify **Us** immediately **You** become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site. **We** shall then have the right to vary the terms or cancel the cover provided by this Extension.

Basis of Claims Settlement Clauses

Average

Each item of **Property Insured** under this Section is similarly but separately subject to Average as specified in General Condition 4.

Basis of Settlement

In the event of **Damage** to **Property Insured** by this Section the basis upon which the amount payable will be calculated is as follows:

- (a) **Stock** and **Specified Stock** – the cost price of replacing the goods at the time of the **Damage**

- (b) deeds, documents and business books – their value as stationery only together with the cost of clerical labour expended in writing up and not for the value to **You** of the information contained therein
- (c) computer systems records – the value of the materials only together with the cost of clerical labour and computer time expended in reproducing the records provided that **We** will not pay for the value to **You** of the information contained therein or for any expense in connection with the production of information to be recorded therein
- (d) patterns, models, moulds, plans and designs – the value of the materials only together with the cost of labour expended in reinstatement of such property
- (e) **Personal Effects** not otherwise insured – the cost of repair or replacement at the time of the **Damage**
- (f) rent – the loss of rent payable by or to **You** whilst necessary reinstatement or repairs are carried out following **Damage** to the **Buildings** which makes them uninhabitable, subject to the indemnity period as stated in the **Schedule**
- (g) **Buildings, Computer Equipment, Tenants Improvements, and Contents** – subject to the following Special Conditions the basis upon which the amount payable in respect of any item on **Buildings, Computer Equipment, Tenants Improvements, or Contents** is to be calculated will be the reinstatement of the property subject to **Damage**. For this purpose 'Reinstatement' means:
 - (i) the rebuilding or replacement of property subject to **Damage** which, provided that **Our** liability is not increased, may be carried out:
 - in any manner suitable to **Your** requirements
 - upon another site
 - (ii) the repair or restoration of property subject to **Damage** in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

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Special Condition

1. At the start of each **Period of Insurance** **You** must notify **Us** of the **Declared Value** of each item on **Buildings, Computer Equipment, Tenants Improvements** and **Contents**. The premium is based on **Declared Value** (shown in the **Schedule**).

If **You** fail to notify **Us** of the **Declared Value** at the start of each **Period of Insurance** **We** will use the last **Declared Value** notified to **Us** for the following **Period of Insurance**.

2. In respect of each item to which this Clause applies General Condition 4. Average is amended to read:

If at the time of **Damage** the **Declared Value** of an item for **Property Insured** is less than 85% of the cost of **Reinstatement** at the inception of the **Period of Insurance** then **Our** liability for the **Damage** will not exceed the proportion thereof which the **Declared Value** bears to such cost of **Reinstatement**.

3. **Our** liability for the repair or restoration of property which is only partially damaged will not exceed the amount which would have been payable had the property been wholly destroyed.
4. No payment beyond the amount which would have been payable in the absence of this Basis of Settlement will be made:
 - (a) unless **Reinstatement** commences and proceeds without unreasonable delay
 - (b) until the cost of **Reinstatement** has actually been incurred
 - (c) if at the time of **Damage** the **Property Insured** is insured by any other insurance effected by **You** or on **Your** behalf 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 Clause except in so far as they are varied hereby
 - (b) where claims are payable as if this Basis of Settlement had not been incorporated except that the sum(s) insured shall be limited to 115% of the **Declared Value(s)**

- (h) all other property - the cost of repairing or reinstating the property equal to its condition when new provided that:
 - (i) this is carried out without delay and in the most economical manner
 - (ii) until **Reinstatement** has been completed no payment will be made for more than the amount which would be payable if an allowance had been made for wear, tear or depreciation.

Maximum Amount Payable

The most **We** will pay in respect of any one occurrence will not exceed the sum insured stated against each item or the total of all sums insured stated against all items insured by this Section as shown in the **Schedule**.

Designation

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

Conditions

The following **Conditions** apply to this Section in addition to the **General Conditions and Claims Conditions** at the front of this policy.

Electrical Inspection

It is a condition precedent to **Our** liability that:

- (a) the electrical system at the **Buildings** is inspected and tested by a qualified electrical engineer in accordance with IET Regulations for electrical installations and a completion and inspection certificate is issued following such inspection
- (b) any work specified on such certificates to ensure that the electrical installation meets IET Regulations will be carried out within 90 days of the inspection
- (c) a copy of each completion and inspection certificate is retained by **You** and available to **Us** upon request
- (d) the electrical installation is further inspected and tested within the timescale recommended on the completion and inspection certificate or within 5 years whichever is less.

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Fire Extinguishing Appliances

It is a condition precedent to **Our** liability that **You** will maintain all fire extinguishing appliances in efficient working order and under a contract of maintenance during the **Period of Insurance**.

Subject to the observance of this Condition this Section will not be invalidated by any defect in any of the said appliances due to any circumstances unknown to **You** or beyond **Your** control.

Fork Lift Truck Charging

It is a condition precedent to **Our** liability that where fork lift truck battery charging is carried out at the **Premises You** must ensure that:

- (a) battery charging is confined to designated areas which:
 - (i) maintain a clearance of at least 2 metres between any fork lift truck plus its charging unit and any adjacent combustible materials
 - (ii) are behind non-combustible barriers and / or within a clearly painted floor area
 - (iii) have a standing area for the battery charger which is impervious, non-conductive and non-combustible
 - (iv) are kept clean, tidy and free from waste and combustible materials.
- (b) all leads, plugs and clips are inspected and damaged items are replaced before each use
- (c) charging only takes place during **Business Hours**.

Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

This Section does not cover:

1. water (other than loss of metered water as described in this Section), air, runways, railway lines, dams, reservoirs, storage lakes, canals, rigs, wells, tunnels, docks, piers, jetties, excavations, wharfs, mines, and off-shore property
2. animals and growing crops
3. bullion, furs, explosives or contraband
4. jewellery, precious metals, precious stones or furs except where specifically mentioned in the **Schedule**
5. overhead electrical and telecommunication transmission and distribution lines, overhead transformers or other similar overhead communication, transmission or distribution equipment and their supporting structures other than those within the **Premises** for which **You** are responsible
6. vehicles required to be licensed for road use (including accessories thereon), caravans, trailers, railway locomotives or rolling stock, watercraft, aircraft or spacecraft (including but not limited to satellites)
7. property or structures in the course of demolition, construction or erection and materials, equipment or supplies in connection therewith unless specifically mentioned as insured by this Section
8. moveable property in the open, fences, gates, vegetation, lawns and shrubs in respect of **Damage** caused by wind, rain, hail, sleet, snow, flood, dust or falling trees
9. property from a garden, yard, open space or any open fronted or open sided building therein by theft or any attempt thereat or malicious damage
10. **Property Insured** at any **Vacant or Unoccupied Buildings** unless agreed by **Us**

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11. **Damage** to property stored in any outbuildings or basement caused by storm, flood, leakage of oil or water following bursting or overflowing of oil or water tanks, apparatus or pipes or from any automatic sprinkler installation, unless such property is raised at least 100mm above the ground floor level of the outbuilding or the floor level of the basement
12. **Damage** to any electrical machine or apparatus or component thereof occasioned by its over-running, excessive pressure, short-circuiting or self-heating not resulting in fire
13. **Damage** caused by or consisting of the bursting of any boiler, economiser (other than a boiler used for domestic purposes only) vessel, machine or apparatus in which internal pressure is due to steam only and belonging to **You** or under **Your** control but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
14. Explosion in respect of and originating in any vessel machinery or apparatus or its contents, belonging to **You** or under **Your** control which requires to be examined to comply with any statutory regulations unless such vessel, machinery or apparatus is the subject of a policy or other contract providing the required inspection service
15. **Damage** arising solely from a change in the water table level (i.e. the level below which the ground is saturated with water)
16. **Damage** by falling trees caused by felling or lopping carried out by **You** or on **Your** behalf
17. **Damage** caused by subsidence, ground heave or landslip
18. **Damage** to **Property Insured**:
 - (a) caused by fire resulting from its undergoing any heating process or any process involving the application of heat
 - (b) (other than fire or explosion) resulting from its undergoing any process of production, packaging, treatment, testing, commissioning, servicing or repair
19. **Damage** caused by or arising from or consisting of:
 - (a) collapse or cracking of **Buildings**
 - (b) denting or mechanical or electrical defect, failure, breakdown or derangement
 - (c) gradually operating causes, including but not limited to atmospheric or climatic conditions, wet or dry rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests, marring or scratching
 - (d) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
 - (e) any process involving drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, alteration or maintenance of any property
 - (f) use of any article contrary to manufacturers' instructions
 - (g) change in temperature, colour, flavour or finish but this shall not exclude:
 - such **Damage** not otherwise excluded which itself results from a **Defined Peril**
 - subsequent **Damage** which itself results from a cause not otherwise excluded
20. **Damage** caused by or consisting of:
 - (a) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
 - (b) wear, tear or depreciation or diminution in value

SECTION 8: PROPERTY DAMAGE

- (c) faulty or defective workmanship operational error or omission by **You** or any of **Your Employees** but this shall not exclude subsequent **Damage** which results from a cause not otherwise excluded
21. theft or attempted theft where **You** or any director, partner or **Employee** of **Yours** or any member of **Your** family or household be concerned as principal or accessory
 22. theft or attempted theft unless:
 - (a) involving forcible and violent entry to or exit from a Building at the **Premises**
 - (b) involving assault or violence or threat thereof to **You** or any of **Your Employees**
 - (c) as provided for under Section Extension Theft of Fixed Fabric of the Building
 23. **Damage** by theft or attempted theft from any unattended **Vehicle** being any **Vehicle** with no person in charge or keeping the **Vehicle** under observation and able to observe or prevent any attempt by any person to interfere with the **Vehicle** unless:
 - (a) all windows and other openings have been closed, all doors have been secured and any other protective devices put into full and effective operation
 - (b) any property insured by this Section is secured in the locked boot, storage compartment or closed glove compartment; (the luggage space at the rear of an estate car or hatchback under the top cover and out of view is deemed to be a locked boot)
 - (c) **Overnight** or after the completion of any **Working Day of the Driver** all windows and other openings have been closed and the **Vehicle** is locked and garaged in a secure building or compound
 - (d) any unattended **Vehicle** in an unattended building (not at the **Premises**) unless all security devices are put into full and effective operation and such theft or attempted theft involves forcible and violent entry to or exit from the building
24. in respect of **Stock** and **Specified Stock** whilst in transit:
 - (a) **Damage** due to:
 - (i) leakage, spillage, contamination or deterioration
 - (ii) breakage of china, glass or other brittle articles unless caused by fire, theft or an accident involving the **Vehicle**
 - (b) **Damage** resulting from faulty packing or labelling
 - (c) **Damage** to property conveyed in any soft or open topped or soft or open sided **Vehicle** caused by:
 - (i) theft or attempted theft unless caused by or arising from theft or attempted theft of the conveying **Vehicle**
 - (ii) storm or malicious damage
 25. **Damage** caused by theft or attempted theft occurring outside **Business Hours** to any till or cash register unless its drawer has been left in an open position
 26. any losses, **Damage**, costs or expense of any kind which occurs as a result of interruption of or interference with the **Business** under this Section, except loss of rent payable where this is shown as covered in **Your Schedule**
 27. losses not directly associated with the incident that caused **You** to claim
 28. the **Excess** stated in the **Schedule**.

