



Open for Business

# Shop



# Business Advice Service

These helplines are provided for Your use whilst Your Policy is in force.

DAS will not accept responsibility if the telephone helpline services operated by them are unavailable for reasons they cannot control.

## Eurolaw Commercial Legal and UK Tax Advice

**0345 878 5024**

Unlimited access, over the telephone, to a team of legal advisors, for confidential legal advice and guidance on any commercial legal problem affecting the Business, such as:

- employment
- VAT
- prosecution
- contract disputes
- landlord and tenant disputes.

Eurolaw Commercial Legal advice can only be offered in respect of matters subject to the laws of and within the jurisdiction of courts or tribunals of:

- the United Kingdom
- the Channel Islands and the Isle of Man
- any member country of the European Union
- 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, DAS will arrange a call back at a time to suit You.

DAS' 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, DAS will refer You to one of DAS' specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am–5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will call You back.

DAS offer confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

Tax advice is provided by tax advisors 9am–5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will arrange to call You back the next working day between 9am and 5pm.

**This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Limited (DAS). All calls may be recorded.**

## Business Emergency Assistance Helpline

**0345 878 5024**

Assistance in the event of an emergency affecting the Business, such as:

- burst pipes or blocked drains causing flooding
- complete failure of the gas or electricity supply
- serious damage to the roof
- escape of water or oil from the central heating system

In the event of emergency assistance being required a reputable local contractor will be contacted but You must pay any call-out or repair charges. One telephone call will bring assistance as quickly as possible.

As the helpline is available 24 hours a day and seven days a week, You may call at any time. Please ensure that the Policy number is available when telephoning as this will be requested. This appears on the Policy Schedule.

**This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Limited. All calls may be recorded.**

## Counselling Helpline

**0345 878 5029**

Available 24 hours each day, 7 days every week, all year round.

A confidential counselling service for any Insured Person (and their immediate family who permanently live with them) over the telephone, if they are aged 18 or over and to 16 and 17 year olds, provided they are in full-time employment, assisting issues such as:

- Stress
- Relationship
- Depression
- Bereavement
- Family

This service can also help with:

- Onward referral to relevant voluntary, self help groups or professional services
- Availability of planned (weekly) telephone counselling sessions, time to suit caller
- Details of face to face counsellors in the Insured Person's area

Any costs arising from the use of these referral services will not be paid by DAS.

**This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Limited. All calls may be recorded.**

## Health and Medical Assistance Helpline

**0345 878 5031**

Health and medical information is provided by a medically qualified person 9am–5pm, Monday to Friday, excluding public and bank holidays. If the Insured Person calls outside these times, a message will be taken and a return call arranged within the operating hours.

Advice and assistance concerning:

- Exercise Information
- Giving up smoking
- Comprehensive doctor, clinic and treatment facility database
- Sports injuries
- Complementary health
- Bespoke fact sheets can be sent out if requested
- Changing doctors
- Inoculations
- Nutrition assessment

**This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Limited. All calls may be recorded.**

In addition to these helplines, DAS offer on our behalf access to the DAS Employment Manual.

## Employment Manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit [www.dasinsurance.co.uk/employment-manual](http://www.dasinsurance.co.uk/employment-manual).

If you'd like notifications of when updates are made to the Employment Manual, please email us at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) quoting the Insured name and Policy number shown in the Schedule.

## Emergency Glazing & Security Assistance Helpline

**0345 878 5455**

Available 24 hours each day, 7 days every week, all year round.

Our glass replacement service provides an efficient replacement service for fixed internal and external glass.

In addition, replacement locks or emergency measures are also available.

Provided the Damage is covered by Your Policy, the cost will be settled with Our service providers. If, however, the Policy requires payment of the first amount of any claim, or if You are V.A.T registered, Our service provider will invoice You direct for this amount.

Note: Using any other repairer will not affect Your right to claim under this Policy.

**This helpline is provided on Our behalf by Our approved supplier panel and calls may be recorded.**

## What is in this Booklet

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# Shop Policy

NIG policies are underwritten by U K Insurance Limited.  
We will provide the insurance described in this Policy,  
which consists of individual Sections (subject to the terms,  
definitions, conditions, clauses and exclusions) for the Period  
of Insurance. The Policy should be read in conjunction with the  
Schedule, which confirms the Sections You are covered for.

# How to Use Your Policy

## Your Policy

Your Policy contains details of the extent of cover available to You, what is excluded from the cover and the conditions on which the Policy is issued.

We wish to provide You with a good standard of service. To help Us achieve this, it is important that You read this Policy carefully. If it does not meet Your requirements, or You have any comment or query about the Policy, please contact Us through Your insurance adviser or at the office which issued Your Policy.

## Your Schedule

Your Schedule provides details of the insurance protection provided, the Sections of the Policy which are operative and the levels of cover you have.

Please examine Your Schedule to ensure it meets Your requirements.

## Making a Claim

To make a claim, first read the Policy and Schedule and check that You are covered. Then follow the instructions provided under Claims Conditions 2 – Action by You.



You can tell Us about Your claim by visiting our website. You can do this at any time by scanning the QR code on the left hand side or by visiting [nig.com/claims](http://nig.com/claims).

Alternatively, you can contact Your insurance advisor for a claim form.

If You are dissatisfied with the way in which a claim or any other matter has been dealt with, please refer to Important Information at the back of this policy booklet.

# General Definitions

These definitions apply to this Policy. In addition other more specific definitions apply under some of the Policy Sections and are stated in those Policy Sections.

Any word or expression to which a particular meaning has been given in the General Definitions in this Policy or in the Definitions within the Sections of this Policy will have that meaning wherever it appears when commencing with a capital letter in this Policy or the relevant Section respectively.

## Bodily Injury

Bodily injury which includes death, disease or illness.

## Business

The 'Business' as shown in the Schedule.

## Damage

Accidental loss, destruction or damage.

## Excess

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

## Index Linking

Whenever a Sum Insured is declared to be subject to Index Linking it is adjusted at monthly intervals in line with suitable indices of costs.

At each renewal of the Policy the Premium will be based on the adjusted Sums Insured.

## Period of Insurance

The period beginning with the Effective Date and ending with the Expiry Date (both stated in the New Business Schedule or latest effective Renewal Schedule as applicable) and any subsequent period for which You will pay and We will agree to accept Your premium.

## Policy

This policy including the Sections and Schedule, all of which should be read together as one contract.

## Premises

The part of the premises at the address or addresses specified in the Schedule which You occupy for the purposes of the Business.

Unless otherwise stated the buildings at the Premises are:

- a built of brick stone or concrete;
- b roofed with slate tiles concrete asphalt metal or sheets or slabs composed entirely of incombustible mineral ingredients (with the exception of small outbuildings and flat roofs); and

- c occupied in connection with the Business.

## Property

Physical property.

## Reinstatement Basis

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

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

## Special Conditions

- i Our liability for the repair or restoration of Property damaged in part only will not exceed the amount which would have been payable had such Property been wholly destroyed.
- ii If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property covered by any item subject to this Policy Definition exceeds its Sum Insured at the commencement of any Damage, Our liability will not exceed that proportion of the amount of the Damage which the Sum Insured bears to the sum representing the total cost of reinstating the whole of such Property at that time.
- iii No payment beyond the amount which would have been payable in the absence of this Policy Definition will be made:
  - a unless reinstatement commences and proceeds without unreasonable delay;
  - b until the cost of reinstatement will have been actually incurred; or
  - c if the Property insured at the time of the Damage will be insured by any other insurance effected by You or on Your behalf which is not upon the same basis of reinstatement;

- iv All the terms and conditions of this Policy will apply:
  - a in respect of any claim payable under the provisions of this Policy Definition except insofar as they are varied hereby; or
  - b where claims are payable as if this Policy Definition had not been incorporated.

### **Schedule**

The schedule applicable to the Policy.

### **Sum Insured**

The sum insured as stated in the Schedule unless otherwise stated in this Policy.

### **Vacant or Disused**

Vacant, unoccupied or not in use for the intended purpose, for a period of more than 30 consecutive days.

### **We/Us/Our**

U K Insurance Limited trading as NIG and/or such other authorised Insurer as U K Insurance Limited may contract to underwrite any part of this Policy.

### **You/Your**

The person, persons, Limited Liability Partnerships or Limited or Public Limited Company, shown as the Insured Name in the Schedule and, in respect of Section 4: Employers Liability, the Policyholder stated upon the Certificate of Employers Liability Insurance.



# General Conditions

These Conditions apply to this Policy. You must comply with these Conditions. Where additional Conditions apply to a specific Section of this Policy, they are stated under that Section.

## 1 Fair Presentation of the Risk

- a** You have a duty to make to Us a fair presentation of the risk before:
  - i** the inception of this Policy;
  - ii** an alteration made to this Policy, concerning changes in the risk which are relevant to the proposed alteration; and
  - iii** the renewal of this Policy; and
- b** In the event of a breach of such duty, if the breach is:
  - i** deliberate or reckless, We may:
    - a** in relation to an alteration made to this Policy, (despite the references to notice period and the refunding of premiums in General Condition 4 b) by notice to You at Your last known address treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid;
    - b** in relation to inception or renewal of this Policy, avoid this Policy and refuse all claims and retain any premiums paid;
  - ii** neither deliberate nor reckless and We would not have:
    - a** in relation to an alteration made to this Policy, agreed to the alteration on any terms, We may treat this Policy as if the alteration was never made, but in that event We:
      - i** will return any extra premium paid; or
      - ii** may (where the total premium was reduced as a result of the alteration), reduce proportionately the amount to be paid on a claim arising out of events after the alteration. We will pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied), based on the total premium actually charged compared to the original premium charged; or
    - b** entered into this Policy on any terms, We may avoid this Policy and refuse all claims but will return any premiums paid; or

- iii** neither deliberate nor reckless and We:
  - a** would have entered into this Policy or agreed to the alteration made to this Policy, but on different terms (other than terms relating to the premium), this Policy or the alteration (as applicable) will be treated as if it had been entered into on those different terms if We require; and
  - b** in respect of an alteration made to this Policy:
    - i** would have agreed to the alteration, but would have charged an increased premium by more than We did or (in the case of an unchanged premium) would have increased the premium, We may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.  
  
We will pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the premium that We would have charged;
    - ii** (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and We would have increased the premium, would not have reduced the premium, or would have reduced it by less than We did, We may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.  
  
We will pay on such claim a percentage of what We would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the original premium if We would not have changed it, and otherwise the increased or (as the case may be) reduced total premium We would have charged.
  - c** would have entered into this Policy (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, We may reduce proportionately the amount to be paid on a claim.

We will pay on such claim a percentage of what We would otherwise have been liable to pay (making provision for any different terms referred to in item **b iii a** above), based on the premium actually charged compared to the higher premium.

- c** We will be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by Us), in relation to a breach of the duty to make to Us a fair presentation of the risk.

## 2 Reasonable Precautions

It is a condition precedent to our liability that You must:

- a** take all reasonable precautions to prevent or minimise loss, destruction, damage, accident, or Bodily Injury;
- b** maintain the Premises, machinery, equipment and furnishings in a good state of repair;
- c** exercise care in the selection and supervision of Employees; and
- d** comply with all relevant statutory requirements manufacturer's recommendations and other regulations relating to the use inspection and safety of property and the safety of persons.

## 3 Change of Risk or Interest

- a** It is a condition precedent to Our liability that You will immediately notify Us if any alteration be made either in the Business or at the Premises or in any property therein or in any other circumstances whereby the risk is increased other than in accordance with:

- i** Capital Additions – Extension 5 of Section 1: The Structure and Extension 10 of Section 2: Trade Contents
- ii** General Condition 1,

at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance.

- b** This Policy will cease to be in force if:
  - i** Your interest in the Business ends, other than by death; or
  - ii** the Business is to be wound up or carried on by a liquidator or receiver or permanently discontinued,

at any time after the Effective Date (as stated in the Schedule) of the Period of Insurance, unless its continuance be agreed by Us.

## 4 Cancellation

### a Your Cancellation Rights

- i** This Policy may be cancelled by You within 14 days of receipt of Your Policy (this is known as the “cooling off” period). If You elect to cancel within this period You must return all policy documents to Your broker, intermediary or agent, who must return all documentation to Us and We will pay a refund of premium for the full amount paid to You.

If a claim has been made or an incident advised that could give rise to a claim during the “cooling off” period Your Policy will be treated by Us as in force and no refund of premium will be made.

- ii** If You elect to cancel Your Policy after the “cooling off” period has expired but still during any Period of Insurance You must give 14 days’ notice in writing to Your broker, intermediary or agent. You will be entitled to a proportionate refund of premium, based on the number of days remaining in the Policy period, unless a claim has been made (or an incident advised that could give rise to a claim) during the Period of Insurance when no refund of premium for the Period of Insurance will be made.
- iii** Where You pay by instalments any amount of premium returned under this condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

### b Our Cancellation Rights

- i** We may cancel Your Policy (or any Section of it) at any time and in any Period of Insurance by giving a minimum of 14 days’ notice to You in writing at Your last known address.
- ii** If We cancel this Policy then You will be entitled to a proportionate refund of premium, based on the number of days remaining in the Period of Insurance, unless a claim has been made (or an incident advised that could give rise to a claim) during the Period of Insurance when no refund of premium will be made.
- iii** Where You pay by instalments any amount of premium refunded under this condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

In relation to cancellation in any of the circumstances outlined above You will immediately return to Us any current Employers Liability Certificate(s) of Insurance.

The total amount refunded to You will be calculated by Us in accordance with the process set out above. The calculation made by Us will be final and binding.

## 5 Instalments

- a** Notwithstanding General Condition 4 b, where the premium under this Policy is payable by instalments and You fail to pay one or more instalments, We may cancel this Policy by giving 7 days' notice at Your last known address, and You will immediately return to Us any current Certificate(s) of Employers' Liability Insurance.
- b** Any amount of premium returned under this General Condition will be reduced by any unpaid premiums or instalments due at the time of cancellation.

The total amount of premium refunded to You will be calculated by Us in accordance with the process set out in General Condition 4 above. The calculation made by Us will be final and binding.

## 6 Choice of Law

You and We may choose which law will apply to this Policy. Unless both parties agree otherwise, English law will apply. We've supplied this Policy and other information to You in English and We'll continue to communicate with You in English.

## 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 Security Minimum Protections

It is a condition precedent to Our liability under Sections 2, 7 and 9 of this Policy that the following protections and all additional fastenings and protections which have been stipulated by Us be fitted to the undermentioned openings at the Premises and put into full and effective operation at all times outside Business Hours:

- 1** on timber final exit doors:
  - a** if single leaf, a mortice deadlock conforming to BS3621 with matching boxed steel striking plate;
  - b** if double leaf:
    - i** on the first closing leaf, flush or barrel bolts, the latter at least 200mm (8") long, or key-operated locks or bolts, fitted top and bottom in every case; and
    - ii** on the second closing leaf, a mortice deadlock conforming to BS3621 with matching boxed steel striking plate, or a substantial padlocking bar and good quality close shackle padlock; and
  - c** if single or double leaf, and also outward opening, hinge bolts fitted top and bottom.
- 2** on all other external timber doors, and on internal timber doors giving access to any part of the premises not occupied solely by You or to any adjoining premises (excluding sliding and fire exit doors):
  - a** if single leaf, a mortice deadlock conforming to BS3621 with matching boxed steel striking plate or key-operated mortice rack bolts fitted top and bottom;
  - b** if double leaf:
    - i** on the first closing leaf, flush or barrel bolts, the latter at least 200mm (8") long, or key-operated locks or bolts, fitted top and bottom in every case; and
    - ii** on the second closing leaf, a mortice deadlock conforming to BS3621 with matching boxed steel striking plate, or a substantial padlocking bar and good quality close shackle padlock; and
  - c** if single or double leaf, and also outward opening, hinge bolts fitted top and bottom.
- 3** on external aluminium or UPVC doors (excluding sliding and fire exit doors) cylinder operated mortice deadlock and, if double leaf, flush bolts on the first closing leaf.
- 4** on steel final exit doors and all sliding final exit doors (excluding sliding patio doors) substantial padlocking bar and good quality close shackle padlock.
- 5** on all other steel doors and all other sliding doors, substantial padlocking bar and good quality padlock, either close shackle if fitted externally or open shackle if fitted internally.
- 6** for electrically operated roller shutters, a key-operated isolation switch must be fitted to the electricity supply to the controls, the key being removed outside working hours. If this is not fitted, then one of the measures shown below for manually operated roller shutters must be fitted.
 

Where the operating controls for the roller shutters are external to the Premises, these are to be secured within a welded steel housing of at least 3mm

thickness with a door or cover plate secured with a padlock conforming to BS EN 12320 Security Grade 4 (including amendments). The housing is to be secured when the Premises are closed for business or unattended.

for manually operated roller shutters one of the following is required:

- i cylinder profile lock welded to the shutter channel on each side one metre (40") from ground level;
  - ii key-operated 'pinson' or 'bullet' locks; or
  - iii the shutter door bolted internally with the bolt engaging into the door runner and padlocked into position using a good quality open shackle padlock.
- 7** on all fire exit doors panic bar, hinge bolts fitted top and bottom.
- 8** on all external basement and ground floor windows, fanlights and skylights, and on other accessible windows, fanlights and skylights, key-operated window locks with the keys removed when in operation; or solid steel bars not less than 16mm (5/8") diameter and not more than 125mm (5") apart, securely fixed to the brickwork or masonry, surrounding the window.
- 9** on sliding patio doors, a manufacturer's patent key operated locking system which engages boltwork into the door frame either at the top and bottom of the opening section of each door, or into the side frame in at least three points (in the latter case all hook or shoot bolts must be mushroom headed) or two key operated patio door locks fitted internally, one at the top and one at the bottom of each opening section.

Any alternative protections must be agreed by Us.

## 9 Security

It is a condition precedent to Our liability in respect of any claim resulting from theft from the Premises or any attempt thereat that whenever the Premises are closed for business or left unattended all locks bolts and other security devices, including any intruder alarm system required by Us, are put in to full and effective operation.

## 10 Unoccupancy

It is a condition precedent to Our liability that within 20 days of the Premises or any part thereof becoming unoccupied, untenanted or not having been actively used:

- 1** all services are to be turned off at the mains except electricity where needed to maintain any fire or

intruder alarm system in operation and the water and heating system drained;

- 2** the Premises are to be adequately secured against unauthorised entry;
- 3** at least weekly inspections are to be made of the Premises by You or a responsible person acting on Your behalf; and
- 4** any accumulations of combustible materials such as junk mail and newspapers are to be removed during each inspection of the Premises.

## 11 Fire Extinguishment

It is a condition precedent to Our liability that a fire blanket conforming to BS EN 1869:1997 and at least one "Class F" wet chemical portable fire extinguisher each maintained under an annual service contract be located in kitchens and other areas used for cooking and be available for immediate use.

## 12 Commercial Kitchen Equipment Condition

It is a condition precedent to Our liability that:

- 1** Deep fat frying ranges and frying equipment are fitted with:
  - a** operating thermostats set to prevent the temperature of the cooking oils or fats rising above 205 degrees centigrade, or the manufacturer's maximum recommended temperature if less than 205 degrees centigrade;
  - b** a separate high temperature limit control of a non-self-resetting type, to shut off the heat source should the temperature of the cooking oils or fats reach 230 degrees centigrade in the event of failure of the operating thermostats; Additionally, where Gas is used in operating the equipment the following conditions apply:
  - c** gas heated ranges are additionally equipped with a flame failure device to cut off the gas supply in the event of flame failure; and
  - d** high temperature limit controls on any gas heated range will not operate from the same gas supply valve as the operational thermostats.
- 2** Deep fat frying ranges and frying equipment including extraction equipment and ductwork are securely fixed and free from contact with combustible surfaces and materials. Where ductwork passes through combustible materials (e.g. timber floors) the combustible material must be cut back to a minimum

of 150mm from ductwork and the space filled with non combustible insulation.

- 3 Extraction hoods, canopies, filters and grease traps are cleaned at frequent intervals in accordance with manufacturer's recommendations, but not less than once a month. Filters utilising disposable replacement fibre matting are renewed at least once a fortnight.
- 4 All cooking equipment is serviced and deep cleaned at least once every 6 months\* by the installers or suitably Competent Person in accordance with the manufacturers' instructions.

The following is to be included as part of the process:

- a testing of all temperatures, controls and thermostatic cut-out's;
  - b checking of ducts, burners, fuel and power connections and controls;
  - c cleaning of internal surfaces of the extraction ductwork and fans; and
  - d signed servicing and cleaning records to be kept in a safe place;  
(\* 12 months for floor standing fryers (not being a deep fat frying range) or electric counter top fryers).
- 5 Cracklings, cooking residue, cleaning waste and wipes are to be placed in closed metal containers and:
    - a removed from the Buildings at the Premises at the end of each working day; and
    - b removed entirely from the Premises at least once per week.
  - 6 A fire blanket conforming to BS EN 1869:1997 and one "Class F" wet chemical portable fire extinguisher maintained under an annual service contract, be located in the cooking area.

For the purposes of this Condition Competent Person is defined as follows:

A person who has sufficient technical and practical knowledge of the type of cooking equipment at the Premises to be able to clean and service such equipment properly and detect any defects and determine appropriate remedial action.

### 13 Interest Clause

The interests of third parties which You are required to include on this Policy under the terms of any mortgage, property lease, or hiring, leasing or hire purchase

agreement are automatically noted subject to You advising Us as soon as is reasonably practicable.

### 14 Fire Extinguishing Appliances

It is a condition precedent to Our liability that You will ensure that any fire extinguishing appliance kept at Your Premises are maintained in efficient working order.

### 15 Automated Teller Machine

It is a condition precedent to Our liability under this Policy in respect of any premises containing an Automated Teller Machine (ATM) that:

- a the ATM units are emptied at the end of each working day and the money within transferred to a safe approved by Us for the amount of cash involved. Such transfer to be carried out only after the premises have been cleared of all customers then locked to deny further access to the premises and whilst there are at least two able bodied employees present in the premises during the transfer. Alternatively the cash will be deposited in a Bank Night Safe with the transfer being undertaken in accordance with the accompaniment requirements of the Policy.
- b outside of business hours the ATM door and its security container within is left open, empty and unlocked.
- c whenever the ATM is opened the premises are to be cleared of all customers then locked to deny further access to the premises and at least two able bodied employees are to be present in the premises.
- d notices are prominently displayed within the premises stating that the ATM is protected by a smoke generating and/or banknote degradation system and holds no cash outside of working hours.

### 16 Changes to Your cover

You must tell Us through Your broker, intermediary or agent immediately if there are any changes that may affect Your insurance, such as the following:

- i If You change the address where Your Business is located; or
- ii If Your Sums Insured change,

We may then reassess Your cover and premium either as soon as possible or at Your next renewal, depending on the information You have provided.

## 17 Electrical Inspection

It is a condition precedent to Our liability that:

- a** if the electrical installation at the Premises (or Your portion of the Premises):
  - i** has not been inspected and tested, in accordance with BS7671, within five years immediately preceding the inception of this Policy then such installation is inspected and tested, as soon as reasonably possible; or
  - ii** has been inspected and tested, in accordance with BS7671, within the five years immediately preceding the inception of this Policy then such installation is inspected and tested, within five years from such inspection and tests or earlier if recommended in a report for such inspection and tests.

Provided that the electrical installation must be inspected and tested, by a Competent Person or member of the National Inspection Council for Electrical Contracting (NICEIC), Electrical Contractors Association (ECA), Electrical Contractors Association of Scotland (SELECT) or National Association of Professional Inspectors and Testers (NAPIT), in full accordance with BS7671 and an Electrical Installation Condition Report (based on the model given in Appendix 6 of BS7671) is issued to and retained by You;

- b** where the Electrical Installation Condition Report, referred to in **a** above:
  - i** makes any observations classified under 'SECTION E. Summary' and 'SECTION F. Recommendations', respectively, as 'UNSATISFACTORY' 'Danger present' (Code C1) and/or 'Potentially dangerous' (Code C2), the defects or departures, from the requirements of BS7671, must be remedied within 28 days of such inspection and tests;
  - ii** makes any observations classified as 'further investigation required', the investigation(s) must be carried out within 28 days of such inspection and tests; and
  - iii** recommends that the electrical installation is further inspected and tested, by a given date, then such inspection and tests must be carried out by that date; and

- c** all works referred to in **b** above (including **iii** thereunder) to be carried out by a Competent Person or a member of the organisation(s) referred to in **a** above, in full accordance with BS7671.

For the purposes of this Condition:

- 1** "Competent Person" means:
  - a** in respect of inspection and testing:
    - a person who has sufficient technical and practical knowledge and experience to conduct the inspection and testing, of the type of electrical installation at the Premises (or Your portion of the Premises) and is able to detect any defects and determine appropriate action, as required by BS7671; and
  - b** in respect of carrying out all works referred to in **b** above:
    - a person who has sufficient technical and practical knowledge and experience to undertake the necessary works, to prevent danger and injury, in full accordance with BS 7671.
- 2** "installation" means installation or installations, as applicable to the Premises (or Your portion of the Premises).

## 18 Sanctions, Prohibitions or Restrictions

We will not be deemed to provide cover and We will not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# Claims Conditions

**These Conditions apply to this Policy. You must comply with these Conditions. Where additional Conditions apply to a specific Section of this Policy, these are stated under that Section.**

## 1 Conditions Precedent

Every condition precedent to which this Policy or any Section or item thereof is, or may be, made subject will, from the time the condition precedent attaches, apply and continue to be in force during the whole currency of this Policy.

## 2 Action by You

It is a condition precedent to Our liability You will:

- a** immediately notify Us on the happening of any event which could give rise to a claim under this Policy.
- b** immediately notify Us and deliver to Us at Your own expense a claim in writing with such detailed particulars and proofs as may be reasonably required and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith within:
  - i** 7 days of the event in the case of Damage caused by riot civil commotion strikes labour disturbances or malicious persons
  - ii** 30 days of the expiry of the Indemnity Period (as defined in Section 5 Business Interruption) in respect of business interruption claims
  - iii** 30 days of the event in the case of any other claim or such further time as We may allow; and
 notwithstanding items **b i** to **iii** above, You will immediately forward any claim by a third party or notice of any proceedings or any other correspondence and information received by You relating to such claim on receipt;
- c** give immediate notification to the police in respect of:
  - i** vandalism;
  - ii** theft or any attempt thereat; or
  - iii** loss of money by any cause whatsoever, in relation to this Policy;
- d** make no admission of liability or offer, promise or payment, without Our written consent;
- e** inform Us immediately of any impending prosecution, inquest or fatal accident enquiry or civil proceedings and send to Us immediately every relevant document;
- f** take all reasonable action to minimise any interruption or interference with the Business;

- g** produce to Us such books of account or other business books or documents or such other proofs, as may reasonably be required by Us for investigating or verifying the claim; and
- h** in respect of Damage to the property insured under Policy Extension 1: Engineering Breakdown of this Policy, discontinue use of any damaged property unless We authorise otherwise until such property has been repaired to Our satisfaction. Any damaged parts that are replaced will be kept for inspection by Us.

## 3 Our Rights

We will be entitled:

- a** on the happening of any loss, destruction or damage, in respect of which a claim is made under this Policy, and without thereby incurring any liability or diminishing any of Our rights under this Policy, to enter, take or keep possession of the premises where such loss, destruction or damage has occurred and to take possession of, or require to be delivered to Us any property insured by this Policy and deal with such property for all reasonable purposes and in a reasonable manner;
- b** at Our discretion to take over and conduct in Your name, or any other person, the defence or settlement of any claim and to prosecute at Our expense and for Our benefit any claim for indemnity or damages against any other persons in respect of any risk insured by this Policy, and You will give all information and assistance required by Us;
- c** to any property for the loss of which a claim is paid under this Policy and You will execute all such assignments and assurances of such property as may be reasonably required, but You will not be entitled to abandon any property to Us;
- d** in the event of any Contingency (as defined in Section: 3 Public and Products Liability and Section 4: Employers Liability of this Policy) resulting in any claim(s) under Sections 3 and 4, of this Policy, to pay to You the amount of the Indemnity Limit (as defined in Sections 3 and 4, of this Policy) for such Contingency (less any sums already paid as damages in respect of such Contingency and, in respect of Section 3 of this Policy, less costs and expenses, incurred before the date of payment) or any lesser amount for which the claim(s) can be settled, after such payment We will have no further responsibility in connection with such claim(s), except in respect of Section 3, of this Policy, for costs and expenses, incurred before the date of payment; and

- e in the case of death of the Person Insured by Section 8 and Section 11 to have a post-mortem examination at Our own expense.

#### 4 Fraudulent Claims

In the event of any claim under the Policy being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain benefit under this Policy, We:

- a will not be liable to pay the claim;
- b may recover from You any sums paid by Us to You in respect of the claim; and
- c may (despite the references to notice period and the refunding of premiums in General Condition 4 b) by notice to You at Your last known address treat this Policy as having been cancelled with effect from the time of the fraudulent act and may:
  - i refuse all liability to You under this Policy in respect of any event that gives rise to Our liability occurring after the time of the fraudulent act; and
  - ii retain any premiums paid under this Policy.

#### 5 Subrogation

We will be subrogated to Your rights of recovery against any third party. Accordingly, it is a condition precedent to Our liability that any claimant under this Policy will, at Our request and expense, take and permit to be taken all necessary steps for Us to enforce any rights against any other party in Your name before or after any payment is made by Us.

#### 6 Other Insurances

Unless otherwise stated in this Policy:

- a if at the time of any Contingency (as defined in Section 3: Public and Products Liability, Section 4: Employers Liability, of this Policy respectively) incident, loss, destruction or damage, which gives rise to a claim, there is any other insurance effected by or on Your behalf applicable to such Contingency, incident, loss, destruction or damage, Our liability will be limited to its rateable proportion thereof; and
- b if any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy, whether in whole or in part or from contributing rateably, then Our liability hereunder will be limited to any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.

#### 7 Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to an Arbitrator in England who will decide the matter in dispute according to English law and will be appointed by the parties in accordance with the relevant English statutory provisions for the time being in force. Where any such difference is to be referred to arbitration under this Condition, the making of an award will be a condition precedent to any right of action against Us.

#### 8 Excesses

If We agree to indemnify You under more than one of Sections 1, 2 and 6 of this Policy as a result of the happening of a single event and if an Excess applies under more than one of these Sections then only one Excess being the highest of those which would have applied separately under each Section will be deducted from the total claim payment.



# General Exclusions

## This Policy does not cover

These General Exclusions set out what is not covered under this Policy. Where additional exclusions apply to a specific Section of the Policy, they are set out in that Section.

### 1 War, Government Action and Terrorism

- a loss destruction or 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 (or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism); or
  - ii civil commotion in Northern Ireland;

except to the extent stated in Section 13: Terrorism of this Policy, where insured;

- b legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from:
  - i War, Government Action or Terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism); or
  - ii civil commotion in Northern Ireland;

except to the extent stated in the Liability Provisions relating to this General Exclusion and set out below.

For the purpose of this Exclusion and its Liability Provisions:

**War** means 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** means 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** means any act or acts of any person or persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence and/or the threat thereof, of His Majesty's government in the United Kingdom or any other government de jure or de facto.

In any action suit or other proceedings where We allege that by reason of this General Exclusion as far as it relates to Terrorism any loss, destruction or damage or resulting loss or expense or other costs either directly or indirectly caused by or contributed to by, or arising from such event is not covered by this insurance the burden of proving that such loss, destruction, damage, expense or costs is covered will be Your responsibility.

### Liability Provisions

Subject otherwise to the terms definitions, conditions, clauses and exclusions of this Policy, We will Indemnify You under Section 3: Public and Products Liability and Section 4: Employers Liability, of this Policy, in respect of legal liability arising from Terrorism (or any action taken in controlling, preventing or suppressing Terrorism) provided that:

- 1 We will indemnify You under Section 3 of this Policy the Public Liability and Products Liability Contingency against legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism provided that Our liability for all compensation (excluding costs) will not exceed:
  - a in respect of or arising out of any one event or all events of a series consequent on one original cause £2,000,000 or the amount of the Public Liability and Products Liability Indemnity Limit stated in the Schedule whichever is the lower but in respect of Products Supplied this limitation will apply to all insured events occurring in any one Period of Insurance;
  - b in respect of all pollution or contamination consequent upon Terrorism and which is deemed to have occurred during any one Period of Insurance £2,000,000 in the aggregate or the amount of the Public Liability and Products Liability Indemnity Limit stated in the Schedule whichever is the lower.
- 2 We will indemnify You under Section 4 of this Policy, the Employers Liability Contingency provided that in respect of any one event or all events of a series consequent on 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 will not exceed £5,000,000.

### 2 Sonic Bangs

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

### 3 Radioactive Contamination

loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs either directly or indirectly caused by such loss, destruction or damage, or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

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

Note: As far as this General Exclusion concerns Bodily Injury (as defined in the relevant Sections of this Policy) caused to any of Your Employees, if such Bodily Injury arises out of and in the course of employment or engagement of such person by You, this General Exclusion will apply only in respect of:

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

### 4 Pollution or Contamination

loss, destruction or damage, caused by pollution or contamination, except (unless otherwise excluded) destruction of or damage to the property insured caused by:

- a** pollution or contamination which itself results from a Defined Contingency;
- b** a Defined Contingency which itself results from pollution or contamination; or
- c** a Hazardous Substance (as defined in Policy Extension 1: Equipment Breakdown) causing Damage to Covered Equipment as defined and insured thereunder.

This Exclusion will not apply to Section 3: Public and Products Liability and Section 4: Employers Liability, of this Policy.

NOTE: Defined Contingencies

For the purposes of this General Exclusion, Defined Contingencies are:

fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than

thieves, storm, flood, escape of water or oil from any tank apparatus or pipe, sprinkler leakage, theft or impact by any vehicle or animal.

### 5 Date Recognition

Any claim which arises directly or indirectly from or consists of the failure or inability of any:

- a** electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device; or
- b** media or systems used in connection with anything referred to in **a** above,

whether the property of You or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of:

- i** recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time; or
- ii** the operation of any command or logic which has been programmed or incorporated into anything referred to in **a** and **b** above.

In respect of Section 1: The Structure, Section 2: Trade Contents, Section 5: Business Interruption and Section 7: Loss of Money, this Exclusion will not exclude subsequent Damage not otherwise excluded which itself results from fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikes, labour disturbances, malicious persons other than thieves, storm, flood, escape of water from any tank apparatus or pipe, leakage of fuel from any fixed oil heating installation, leakage of beverages from storage containers pipes and apparatus, impact by any vehicle or animal

General Exclusion 5 will not apply to Section: 4 Employers Liability of this Policy.

## 6 Marine Policies

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

## 7 Computer Virus and Hacking

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

but this will not exclude Damage or financial loss which is not otherwise excluded from this Policy and which results from fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikes, labour disturbances, malicious persons (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence), storm, flood, escape of water from any tank apparatus or pipe, leakage of fuel from any fixed oil heating installation, leakage of beverages from storage containers pipes and apparatus, impact by any vehicle or animal.

For the purpose of this Exclusion:

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

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

General Exclusion 7 will not apply to Section 3: Public and Products Liability, Section 4: Employers Liability and Policy Extension 1: Engineering Breakdown.

## 8 Infectious or Contagious Disease

- a loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom; or
- b any other losses, costs or expenses whatsoever; or
- c any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or in any way arising from infectious or contagious disease and/or the fear or threat (actual or perceived) of infectious or contagious disease.

In this General Exclusion, the expression "infectious or contagious disease" will mean any such disease whatsoever without limitation based upon its nature or characteristics (including, without limitation, the nature of any infective agent, any means of infection or transmission and/or any effects of the disease).

This General Exclusion shall not apply to:

- i item b in Extension 5 Disease under Section 5: Business Interruption; and
- ii Section 3: Public and Products Liability, Section 4: Employers' Liability, Section 11: Personal Accident, Section 12: Commercial Legal Expenses and Section 13: Terrorism,

of this Policy.

# Section 1: The Structure

## Definitions

The definitions which apply to this Section are in addition to the General Definitions.

### Buildings

Structures at the Premises including landlord's fixtures and fittings, swimming pools, tennis courts, walls, gates, fences, yards, patios, terraces, car parks, car ports, roads, pavements and associated underground pipes and cables. Buildings also include Shop Fronts and all fixed glass therein, blinds and fitments thereon and internal decorations on ceilings, walls for which You are responsible as owner of the Premises.

### Shop Front

The whole front, all fixed glass therein, blinds, fitments thereon belonging to You or for which You are responsible as tenant not as owner of the Premises.

### Tenants Improvements

Internal decorations to ceilings and walls and improvements and additions of a like nature (other than Shop Fronts) belonging to You or for which You are responsible as tenant not as owner of the Premises.

## Contingencies

- 1 **a Fire** but excluding Damage caused by:
  - i explosion resulting from fire;
  - ii earthquake or subterranean fire;
  - iii **a** its own spontaneous fermentation or heating; or
  - b** it undergoing any heating process or any process involving the application of heat; or
- b Lightning.**
- 2 **Explosion**
  - a** of boilers or of gas, used for domestic purposes only but excluding Damage caused by earthquake or subterranean fire; or
  - b** otherwise but excluding Damage caused by or consisting of the bursting by steam pressure, of a boiler, economiser or other vessel, machine or apparatus, in which internal pressure is due to steam only and belonging to or under Your control.
- 3 **Aircraft** or other aerial devices or articles dropped therefrom.
- 4 **Earthquake, Subterranean Fire.**

- 5 **Riot, Civil Commotion**, strikers, locked out workers, persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation, excluding Damage:
  - a** caused by cessation of work; or
  - b** due to confiscation, requisition or destruction, by or by order of the government or any public authority.
- 6 **Malicious Persons** or vandals, excluding Damage:
  - a** caused by such malicious persons or vandals, acting on behalf of or in connection with any political organisation;
  - b** caused by cessation of work;
  - c** due to confiscation, requisition or destruction by or by order of the government or any public authority;
  - d** caused by Theft as defined in Contingency 7;
  - e** when the Premises are Vacant or Disused;
  - f** in respect of property in the open unless agreed otherwise by Us; or
  - g** in respect of property in any structure which is incapable of being locked.
- 7 **Theft or any attempt thereat**, involving:
 

entry to or exit from the structures at the Premises by forcible and violent means excluding any such loss from any structure which is incapable of being locked; excluding Damage:

  - i** in respect of property in the open unless agreed otherwise by Us;
  - ii** when the Premises are Vacant or Disused.
- 8 **Storm, Tempest**, excluding Damage:
  - a** caused by the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam;
  - b** caused by inundation from the sea whether resulting from storm or otherwise;
  - c** caused by frost, subsidence, ground heave or landslip;
  - d** attributable solely to change in the water table level; or
  - e** to walls (not forming part of the structure), fences, gates or moveable property in the open or in open sided structures.

**9 Flood** excluding Damage:

- a caused by storm or tempest;
- b caused by escape of water from any tank, apparatus or pipe;
- c caused by frost, subsidence, ground heave or landslip;
- d attributable solely to change in the water table level; or
- e to walls (not forming part of the structure), fences, gates or moveable property in the open or in open sided structures.

**10 Escape of Water** from any tank, apparatus or pipe or escape of oil from any oil-fired heating installation, excluding Damage:

- a caused by water discharged or leaking, from any automatic sprinkler installations;
- b when the Premises are Vacant or Disused; or
- c from any portable oil-fired heating installation.

**11 Leakage** of beverages from storage containers pipes and apparatus but excluding Damage to any portion of the Building which is Vacant or Disused.**12 Impact** by:

- a falling trees or boughs, excluding Damage caused by lopping, pruning or felling;
- b collapse or breakage of television or radio receiving aerials or satellite dishes; or
- c vehicles or animals.

**13 Accidental Discharge or Leakage of Automatic Sprinkler Installations**, excluding

Damage caused by or attributable to:

- a heat caused by fire;
- b freezing when the Premises are Vacant or Disused;
- c repairs, alterations or extensions to the structures and/or sprinkler installations; or
- d defects in construction or condition, of which You are aware.

**14 Subsidence, Ground Heave or Landslip**

Subsidence, Ground Heave of any part of the site on which the Premises stand or Landslip, but excluding:

- a Damage to yards, car parks, roads, pavements, swimming pools, walls, gates and fences, unless also affecting a structure insured hereby;

**b** Damage caused by or consisting of:

- i the normal bedding down or settlement of new structures;
- ii the settlement or movement of made-up ground;
- iii coastal or river erosion;
- iv defective design or workmanship or the use of defective materials; or
- v fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;

**c** Damage which commenced prior to the Effective Date (as stated in the Schedule); or**d** Damage resulting from:

- i demolition, construction, structural alteration or repair of any property; or
- ii groundworks or excavation, at the same Premises;

**15 Any Accidental Cause**

excluding:

**a** Damage:

- i caused by or specifically excluded in the Contingencies 1-14; or
- ii caused by theft or any attempt thereat, not involving;
  - a entry to or exit from structures, at the Premises by forcible and violent means; or
  - b violence or threat of violence, to You or any director or any partner or Employee of Yours, or their families;

**b** Damage to the Property Insured caused by or consisting of:

- i inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials; or
- ii faulty or defective workmanship, operational error or omission, on the part of You or any of Your Employees,

but this will not exclude subsequent Damage which results from a cause not otherwise excluded by this Policy;

- c** Damage caused by or consisting of:
- i** corrosion, rust, wet or dry rot, shrinkage, evaporation, leakage, loss of weight, dampness, contamination, fermentation, dryness, marring, scratching, vermin or insects; or
  - ii** change in temperature, colour, flavour, texture or finish, or the action of light,
- Damage consisting of:
- iii** 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; or
  - iv** mechanical or electrical breakdown or derangement, in respect of the particular machines, apparatus or equipment, in which such breakdown or derangement originates,
- but this will not exclude:
- i** such Damage not otherwise excluded by this Policy which itself results from any other Damage not otherwise excluded by this Policy; or
  - ii** subsequent Damage which itself results from a cause not otherwise excluded by this Policy (unless more specifically insured);
- d** Damage caused by or consisting of:
- i** subsidence, ground heave or landslip;
  - ii** normal settlement or bedding down of new structures;
  - iii** acts of fraud or dishonesty;
  - iv** disappearance, unexplained or inventory shortage, misfiling or misplacing of information; or
  - v** electrical or magnetic injury, disturbance or erasure, of electronic records;
- e** destruction of or damage to a building or structure, caused by its own collapse or cracking;
- f** Damage in respect of movable property in the open or in open-sided structures, walls (not forming part of the structure), fences and gates, caused by wind, rain, hail, sleet, snow or dust;
- g** Damage to the Property insured:
- i** caused by fire resulting from its undergoing any heating process or any process involving the application of heat; or
  - ii** (other than by fire or explosion) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, adjustment or repair;
- h** Damage:
- i** caused by freezing; or
  - ii** to fixed glass and sanitary ware,
- in respect of any building which is Vacant or Disused;
- i** Damage in respect of:
- i** jewellery, precious stones, precious metals, bullion or furs;
  - ii** property in transit;
  - iii** money, cheques, stamps, bonds, credit cards or securities of any description; or
  - iv** fixed glass and sanitary ware:
    - a** due to repairs or alterations, being carried out at the Premises;
    - b** during installation or removal, of such glass or sanitary ware; or
    - c** which was broken or cracked prior to the Effective Date (as stated in the Schedule);
- j** Damage in respect of:
- i** vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
  - ii** property or structures in the course of construction or erection and materials or supplies in connection with all such property in course of construction or erection;
  - iii** land, roads, piers, jetties, bridges, culverts or excavations; or
  - iv** livestock, growing crops or trees,
- unless specifically mentioned as insured by this Section; or
- k** Damage occasioned by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction, by or by order of the government or any public authority.

## Cover

In the event of Damage at the Premises to any Property insured in connection with the Business occurring during the Period of Insurance and caused by any of the Contingencies (where stated in the Schedule), We will pay to You the value of such Property insured or the amount of the Damage at the time of such Damage or, at Our own option, reinstate or replace such property.

Provided that:

- a** Our liability under this Section in total for all claims or series of claims, arising out of any one original cause, will not exceed the Sum Insured for each item (or any other stated limit of liability); and
- b** unless otherwise stated, the Sum Insured (or any other stated limit of liability) applies in the aggregate to property collectively described by each item under this Section.

## Extensions

The Insurance provided by this Section is extended to include the following:

### 1 Underground Services

Damage for which You are legally liable by any of the Contingencies 1-15 inclusive (whether operative or otherwise under this Section) to underground pipes, cables, drains (and their relevant inspection covers), supplying services to and carrying waste from the Premises to the point of junction with the public supply lines, mains and sewers.

### 2 Ground Rent

Up to 2 years ground rent if the Premises are rendered temporarily uninhabitable but only during the period necessary for reinstatement and up to a maximum of 10% of the Buildings sum insured.

### 3 Public Authorities

The insurance by each item on Buildings, Tenants Improvements and Shop Front as set out in the Schedule, where insured by this Section includes the cost of reinstatement of any Damage to the Property Insured and portions thereof not subject to Damage (other than foundations), incurred solely by reason of the necessity to comply with legislation and regulations under Acts of Parliament or local authority bye-laws, provided that:

- a** You receive the notice from the relevant body to comply after the Damage occurs;

- b** the work of reinstatement is completed within 12 months of the date of the Damage, or within such further time as We may allow; and
- c** the total amount payable under this Extension and this Section, for any item, will not exceed:
  - i** in respect of the property subject to Damage, its Sum Insured; and
  - ii** in respect of portions of the property not subject to Damage, 15% of the total amount for which We would have been liable had the property been wholly destroyed,

subject to the total amount payable in respect of **i** and **ii** above under this Extension and this Section, in total for all claims or series of claims, arising out of any one original cause, for any item, not exceeding its Sum Insured.

## 4 Fees

The insurance by each item on Buildings, Shop Front and Tenants' Improvements as set out in the Schedule, where insured by this Section, includes the cost of architects', surveyors', consulting engineers' and legal fees, necessarily and reasonably incurred in the reinstatement or repair of the property consequent on its Damage but will not include fees incurred for preparing any claim.

Our maximum liability under this Extension and this Section, for any item, will not exceed the Sum Insured for that item.

## 5 Capital Additions

- a** any newly acquired and/or newly erected Buildings or Buildings in course of erection (excluding any property for which a building contractor is responsible) insofar as the same are not otherwise insured; and
- b** alterations, additions and improvements to Buildings but not in respect of any appreciation in value, anywhere in the United Kingdom, the Channel Islands or the Isle of Man.

Provided that:

- i** at any one situation this cover will not exceed 10% of the Buildings Sum Insured or £250,000 whichever is the lesser;
- ii** You undertake to give particulars of such extension of cover as soon as practicable and to pay any additional premium required;
- iii** following payment of such additional premium the provisions of this Extension are fully reinstated.

## 6 Cost of Debris Removal/Re-erection

The insurance by each item on Buildings, Shop Front and Tenants' Improvements includes costs and expenses necessarily incurred by You with Our consent in:

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

in respect of the portion of such Property Insured which is the subject of a claim under this Section.

Our maximum liability under this Extension and this Section, for any item, will not exceed the Sum Insured for that item.

We will not pay for any costs or expenses:

- i incurred in removing debris except from the site of any Property which is the subject of a claim under this Section and the area immediately adjacent to such site; or
- ii arising from pollution or contamination, of property not insured by this Section.

## 7 Fire Brigade and Rescue Services Damage to Grounds

Damage caused by the Fire Brigade and rescue services or other emergency services equipment or personnel, in the course of combating fire, to the grounds at the Premises as far as You are responsible for the cost of repair, provided that Our maximum liability under this Extension in respect of any one event of such Damage will not exceed £25,000 in the aggregate.

## 8 Contracting Purchaser's Interest

If at the time of Damage You have contracted to sell Your interest in any Building hereby insured and the purchase is subsequently completed, the purchaser on completion of the purchase will be entitled to benefit under this Policy in respect of such Damage (if and so far as the property is not otherwise insured against such Damage by You or on Your behalf) without prejudice to Your and Our rights and liabilities until completion.

## 9 Trace and Access

In event of Damage resulting from escape of water or oil We will pay the costs necessarily and reasonably incurred in locating the source of such Damage and subsequently making good subject to Our maximum liability under this Extension not exceeding £25,000 in total for all claims or series of claims, arising out of any one original cause.

## 10 Clearing of Drains

Expenses necessarily and reasonably incurred in cleaning, clearing and/or repairing drains, gutters and sewers at the Premises for which You are responsible in consequence of Damage by any of the Contingencies insured against at the Premises.

## Exclusions

This Section does not cover:

- 1 Property more specifically insured by You or on Your behalf.
- 2 Damage to Glass and Sanitary Ware as defined under Section 6 of this Policy other than breakage by or arising out of fire, lightning or explosion or salvage operations consequent thereon.
- 3 Damage to any electrical sign or its installation.
- 4 Damage (other than Damage by fire resulting from explosion) occasioned by the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under Your control nor Damage to vessels machinery or apparatus or their contents resulting from the explosion thereof unless more specifically insured under the Policy Extensions.
- 5 a hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment.

## Conditions

### 1 Index Linking

The Sum Insured by each item of Section 1 of the Schedule is subject to Index Linking.

### 2 Limit of Liability

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

### 3 Basis of Claims Settlement

The Basis of Settlement for each and every Item under this Section will be on a Reinstatement Basis.

### 4 Automatic Reinstatement of Sum Insured

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



## 5 Excess

We will not be liable for the amount of the Excesses stated in the Schedule for each and every claim in respect of:

- a Contingencies 6, 7, 8, 9, 11, 12, 13 and 15.
- b Contingency 10.
- c Contingency 14.

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

## 6 Roof Condition

It is a condition precedent to Our liability that any:

- i felt on timber roof; or
- ii flat roof; or
- iii roof with a pitch of 12.5 degrees or less,

is subject to the following inspection periods by a competent roofing contractor and evidence of the inspections must be retained with any recommendations implemented within 28 days of the inspection.

Unless under a guarantee the roof must be inspected every 2 years and have been inspected no more than 2 years prior to the Policy inception. If under a guarantee then following installation the inspection is to be undertaken every 5 years and then inspected every 2 years from the end of the guarantee.

Notwithstanding any other Excess applicable under this Section, We will not be liable for the first £500 of each and every claim, for Damage to Property Insured under this Section caused by Contingency 8 Storm, Tempest as defined within this Section, in respect of any portion of the Premises with any roof listed within this Condition.

All claims or series of claims, arising out of any one original cause will be treated as one claim.

## 7 Subsidence

It is a condition precedent to Our liability in respect of any Damage insured under this Section caused by Contingency 14, that You will notify Us immediately of any demolition, groundworks, excavation or construction, being carried out on any adjoining site and We will then have the right to vary the terms or cancel this cover.

## 8 Portable Heaters

It is a condition precedent to Our liability that no form of portable heating appliance nor any propane gas cylinders be kept, used or stored in Your premises.

# Section 2: Trade Contents

## Definitions

The definitions which apply to this Section are in addition to the General Definitions.

## Trade Contents

Trade Contents belonging to You or for which You are responsible consisting of Cigarettes, Cigars and Tobacco, DVDs, CDs and Video Tapes, Wines and Spirits, All Other Stock and Business Contents.

## All Other Stock

Stock in Trade other than Cigarettes, Cigars and Tobacco, DVDs, CDs and Video Tapes and Wines and Spirits belonging to You or held in trust or on commission for which You are responsible.

## Cigarettes, Cigars and Tobacco

Cigarettes, Cigars and Tobacco belonging to You or held in trust or on commission for which You are responsible.

## DVDs, CDs and Video Tapes

DVDs, CDs and Video Tapes belonging to You or held in trust or on commission for which You are responsible.

## Wines and Spirits

Wines and Spirits belonging to You or held in trust or on commission for which You are responsible.

## Business Contents

- a** Trade fixtures, fittings, plant machinery office equipment, meters, telephone installations belonging to You or for which You are responsible;
- b** Clothing, personal effects and pedal cycles belonging to Your employees or customers but for which You are responsible up to a limit of £1,000 any one person;
- c** all other contents used in connection with or for the purpose of the Business whilst in the Premises excluding:
  - 1** bills of exchange, promissory notes, money deeds bonds or documents of any description, business books (except for their value as stationery and the cost of clerical labour expended in writing up and reinstatement thereof), plans, specifications, designs;
  - 2** jewellery, furs, precious metals, precious stones or articles composed of any of them;
  - 3** computer system records except for the value of the material together with reproduction costs up to £25,000 including the cost of gathering information but excluding the value to You of the information;

- 4** explosives other than a quantity of fireworks stored in accordance with Government or local bye-laws and regulations;
- 5** any property belonging to the Post Office unless otherwise stated herein;
- 6** Cigarettes, Cigars and Tobacco, DVDs, CDs and Video Tapes, Wines and Spirits, All Other Stock;
- 7** any other property separately described in the Schedule or which is more specifically insured.

## Contingencies

- 1 a Fire,**  
but excluding Damage caused by:
  - i** explosion resulting from fire;
  - ii** earthquake or subterranean fire;
  - iii a** its own spontaneous fermentation or heating; or
  - b** it undergoing any heating process or any process involving the application of heat; or
- b Lightning.**
- 2 Explosion**
  - a** of boilers or of gas, used for domestic purposes only but excluding Damage caused by earthquake or subterranean fire; or
  - b** otherwise but excluding Damage caused by or consisting of the bursting by steam pressure, of a boiler, economiser or other vessel, machine or apparatus, in which internal pressure is due to steam only and belonging to or under Your control.
- 3 Aircraft** or other aerial devices or articles dropped therefrom.
- 4 Earthquake, Subterranean Fire.**
- 5 Riot, Civil Commotion,** strikers, locked out workers, persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation, excluding Damage:
  - a** caused by cessation of work; or
  - b** due to confiscation, requisition or destruction, by or by order of the government or any public authority.
- 6 Malicious Persons** or vandals, excluding Damage:
  - a** caused by such malicious persons or vandals, acting on behalf of or in connection with any political organisation;
  - b** caused by cessation of work;

- c due to confiscation, requisition or destruction by or by order of the government or any public authority;
  - d caused by Theft as defined in Contingency 7;
  - e when the Premises are Vacant or Disused;
  - f in respect of property in the open unless agreed otherwise by Us; or
  - g in respect of property in any structure which is incapable of being locked.
- 7 Theft or any attempt thereat** involving
- a entry to or exit from the structures at the Premises by forcible and violent means excluding any such loss from any structure which is incapable of being locked; or
  - b violence or threat of violence, to You or Your directors or Your partners or Employees, or their families,
- excluding Damage:
- i in respect of property in the open unless agreed otherwise by Us;
  - ii in respect of **7 a** above when the Premises are Vacant or Disused; or
  - iii in respect of jewellery, precious stones, precious metals, bullion or furs, except where specifically stated in the Schedule as being insured.
- 8 Storm, Tempest**, excluding Damage:
- a caused by the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal or dam;
  - b caused by inundation from the sea whether resulting from storm or otherwise;
  - c caused by frost, subsidence, ground heave or landslip;
  - d attributable solely to change in the water table level; or
  - e moveable property in the open or in open sided structures.
- 9 Flood** excluding Damage:
- a caused by storm or tempest;
  - b caused by escape of water from any tank, apparatus or pipe;
  - c caused by frost, subsidence, ground heave or landslip;
  - d attributable solely to change in the water table level; or
  - e moveable property in the open or in open sided structures.
- 10 Escape of Water** from any tank, apparatus or pipe or escape of oil from any oil-fired heating installation, excluding Damage:
- a caused by water discharged or leaking, from any automatic sprinkler installations;
  - b when the Premises are Vacant or Disused; or
  - c from any portable oil-fired heating installation.
- 11 Leakage of beverages** from storage containers pipes and apparatus but excluding Damage to any portion of the Building which is Vacant or Disused.
- 12 Impact** by:
- a falling trees or boughs, excluding Damage caused by lopping, pruning or felling;
  - b collapse or breakage of television or radio receiving aerials or satellite dishes; or
  - c vehicles or animals.
- 13 Accidental Discharge or Leakage of Automatic Sprinkler Installations**, excluding Damage caused by or attributable to:
- a heat caused by fire;
  - b freezing when the Premises are Vacant or Disused;
  - c repairs, alterations or extensions to the structures and/or sprinkler installations; or
  - d defects in construction or condition, of which You are aware.
- 14 Subsidence or Ground heave**, of any part of the site on which the Premises stand and Landslip, but excluding:
- a Damage to yards, car parks, roads, pavements, swimming pools, walls, gates and fences, unless also affecting a structure insured hereby;
  - b Damage caused by or consisting of:
    - i the normal bedding down or settlement of new structures;
    - ii the settlement or movement of made-up ground;
    - iii coastal or river erosion;
    - iv defective design or workmanship or the use of defective materials; or
    - v fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;
  - c Damage which commenced prior to the Effective Date (as stated in the Schedule); or

- d** Damage resulting from:
  - i** demolition, construction, structural alteration or repair of any property; or
  - ii** groundworks or excavation, at the same Premises;

**15 Any Accidental Cause** excluding:

- a** Damage:
  - i** caused by or specifically excluded in the Contingency 1-14; or
  - ii** caused by theft or any attempt thereat, not involving;
    - a** entry to or exit from structures, at the Premises by forcible and violent means; or
    - b** violence or threat of violence, to You or any Your directors or partner or Your Employees, or their families;

- b** Damage to the Property insured caused by or consisting of:
  - i** inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials; or
  - ii** faulty or defective workmanship, operational error or omission, on Your part or any of Your Employees,

but this will not exclude subsequent Damage which results from a cause not otherwise excluded by this Policy;

- c** Damage caused by or consisting of:
  - i** corrosion, rust, wet or dry rot, shrinkage, evaporation, leakage, loss of weight, dampness, contamination, fermentation, dryness, marring, scratching, vermin or insects; or
  - ii** change in temperature, colour, flavour, texture or finish, or the action of light,

Damage consisting of:

- iii** 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; or
- iv** mechanical or electrical breakdown or derangement, in respect of the particular machines, apparatus or equipment, in which such breakdown or derangement originates,

but this will not exclude:

- i** such Damage not otherwise excluded by this Policy which itself results from any other Damage not otherwise excluded by this Policy; or
- ii** subsequent Damage which itself results from a cause not otherwise excluded by this Policy (unless more specifically insured);

- d** Damage caused by or consisting of:
  - i** subsidence, ground heave or landslip;
  - ii** normal settlement or bedding down of new structures;
  - iii** acts of fraud or dishonesty;
  - iv** disappearance, unexplained or inventory shortage, misfiling or misplacing of information; or
  - v** electrical or magnetic injury, disturbance or erasure, of electronic records;
- e** destruction of or damage to a building or structure, caused by its own collapse or cracking;
- f** Damage in respect of movable property in the open or in open-sided structures, walls (not forming part of the structure), fences and gates, caused by wind, rain, hail, sleet, snow or dust;
- g** Damage to the Property Insured:
  - i** caused by fire resulting from its undergoing any heating process or any process involving the application of heat; or
  - ii** (other than by fire or explosion) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, adjustment or repair;
- h** Damage:
  - i** caused by freezing; or
  - ii** to fixed glass and sanitary ware, in respect of any building which is Vacant or Disused;
- i** Damage in respect of:
  - i** jewellery, precious stones, precious metals, bullion or furs;
  - ii** property in transit;
  - iii** money, cheques, stamps, bonds, credit cards or securities of any description; or

- iv fixed glass and sanitary ware:
  - a due to repairs or alterations, being carried out at the Premises;
  - b during installation or removal, of such glass or sanitary ware; or
  - c which was broken or cracked prior to the Effective Date (as stated in the Schedule);
- j Damage in respect of:
  - i vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
  - ii property or structures in the course of construction or erection and materials or supplies in connection with all such property in course of construction or erection;
  - iii land, roads, piers, jetties, bridges, culverts or excavations; or
  - iv livestock, growing crops or trees, unless specifically mentioned as insured by this Section; or
- k Damage occasioned by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction, by or by order of the government or any public authority.

## Cover

In the event of Damage at the Premises to any Property insured in connection with the Business occurring during the Period of Insurance and caused by any of the Contingencies (where stated in the Schedule), We will pay to You the value of such Property insured or the amount of the Damage at the time of such Damage or, at Our own option, reinstate or replace such property.

Provided that:

- a Our liability under this Section in total for all claims or series of claims, arising out of any one original cause, will not exceed the Sum Insured for each item (or any other stated limit of liability); and
- b unless otherwise stated, the Sum Insured (or any other stated limit of liability) applies in the aggregate to property collectively described by each item under this Section.

## Extensions

The Insurance provided by this Section is extended to include the following:

### 1 Underground Services

Damage for which You are legally liable by any of the Contingencies 1-15 inclusive (whether operative or otherwise under this Section) to underground pipes, cables, drains (and their relevant inspection covers), supplying services to and carrying waste from the Premises to the point of junction with the public supply lines, mains and sewers.

### 2 Theft Damage to Buildings

The cost of repairing Damage by theft or any attempt thereat, to Buildings at the Premises (whether or not Buildings are insured under this Section), if You are responsible for the repairs and the Damage is not otherwise insured.

### 3 Property Temporarily Removed (Cleaning, Renovation or Repair)

Business Contents whilst temporarily removed for cleaning, renovation, demonstration or other similar purposes anywhere in the United Kingdom, the Republic of Ireland, the Channel Islands or the Isle of Man but excluding:

- a any amount exceeding 20% of the relevant item Sum Insured stated in the Schedule;
- b Damage caused by theft or attempted theft from an unattended vehicle between the hours of 6 a.m. and 9 p.m. unless:
  - i all doors, windows and other openings are left closed, securely locked and properly fastened;
  - ii the property is hidden from view as far as is reasonably practical;
  - iii entry or access to the vehicle has been gained by forcible and violent means;
- c damage caused by theft or attempted theft between the hours of 9 p.m. and 6 a.m. unless the Property is in Your personal custody or that of any of Your partners, Your directors or Your employees, or in a securely locked or occupied building;
- d property otherwise insured.

#### 4 Replacement Locks

The cost of changing locks on doors, windows, safes and strongrooms, at the Premises following theft, where insured by this Section, of keys from the Premises or from Your home or that of any of Your partners or any of Your directors or any Employee entrusted with keys, provided that Our maximum liability under this Extension as a result of any one event of such theft will not exceed £25,000 in the aggregate.

#### 5 Seasonal Increase

The Sums Insured in respect of All Other Stock, Cigarettes, Cigars and Tobacco, DVDs, CDs and Video Tapes and Wines and Spirits are increased in each Period of Insurance by:

- a 30% during November and December; and
- b 30% for a period of 15 days preceding and including any Bank or Public Holidays other than occurring in the period in a above and for a period of 15 days thereafter.

#### 6 Cost of Debris Removal/Re-erection

The insurance by each item on Buildings, Shop Front and Tenants' Improvements includes costs and expenses necessarily incurred by You with Our consent in:

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

in respect of the portion of such Property Insured which is the subject of a claim under this Section.

Our maximum liability under this Extension and this Section, for any item, will not exceed the Sum Insured for that item.

We will not pay for any costs or expenses:

- i incurred in removing debris except from the site of any Property which is the subject of a claim under this Section and the area immediately adjacent to such site; or
- ii arising from pollution or contamination, of property not insured by this Section.

#### 7 Loss of Oil and Metered Water

Cover for Damage caused by escape of water or oil from any tank, apparatus or pipe (not being automatic sprinkler installations), where insured by this Section, includes the cost of water or oil (calculated at the current rate per cubic metre) consumed as a direct result of escape, subject to the amount payable under this Extension not

exceeding £15,000 in total for all claims or series of claims, arising out of any one original cause.

#### 8 Attractive Commodities

Except when more specifically insured by any other Item thereunder the All Other Stock Item extends to include an amount of cigarettes, cigars, tobacco and/or wines and spirits provided that Our liability in respect of such Property insured does not exceed £500 in the aggregate.

#### 9 Damage by Emergency Services Fire Brigade and Rescue Services Damage to Grounds

Damage caused by the Fire Brigade and rescue services or other emergency services equipment or personnel, in the course of combating fire, to the grounds at the Premises as far as You are responsible for the cost of repair, provided that Our maximum liability under this Extension in respect of any one event of such Damage will not exceed £25,000 in the aggregate.

#### 10 Capital Additions

The insurance by this Section is extended to include:

- a any newly acquired Trade Contents insofar as the same are not otherwise insured; and
- b alterations, additions and improvements to Trade Contents but not in respect of any appreciation in value, anywhere in the United Kingdom, the Channel Islands or the Isle of Man.

Provided that:

- i at any one situation this cover will not exceed 10% of the Trade Contents Sum Insured or £250,000 whichever is the lesser;
- ii You undertake to give particulars of such extension of cover as soon as practicable and to pay any additional premium required; and
- iii following payment of such additional premium the provisions of this Extension are fully reinstated.

#### 11 Exhibitions

Damage by any of the Contingencies to the Property Insured whilst at any indoor exhibition including whilst being erected or dismantled at any indoor exhibition within the United Kingdom, the Channel Islands and the Isle of Man but excluding:

- a theft unless involving forcible and violent entry to or exit from the exhibition premises;
- b any amount exceeding £10,000 during any one Period of Insurance.

## 12 Lottery Equipment

Damage by any of the Contingencies to lottery equipment belonging to the Lottery operator for which You are responsible provided the equipment is included in the Business Contents Sum Insured.

## 13 Third Party Storage Sites

Damage to Trade Contents while stored at third party storage locations within the United Kingdom, Channel Islands or the Isle of Man.

Provided that Our maximum liability under this Extension will not exceed:

- a £1,000 in total for all claims or series of claims at a single location;
- b £5,000 in the aggregate in any one Period of Insurance.

The cover provided by this Extension is subject to the following:

- a cover includes theft or any attempted theft;
- b such property not being more specifically insured.

## 14 Temporary Removal (Directors, Partners or Employees Homes)

Damage to Trade Contents whilst at the homes of Your directors Your partners or Employees within the United Kingdom, Channel Islands or Isle of Man or in transit to or from such premises.

Provided that Our maximum liability under this Extension will not exceed:

- a £1,000 in total for all claims or series of claims, arising out of any one original clause;
- b subject to a maximum amount of £5,000 in the aggregate during any one Period of Insurance.

## 15 Removal of Nests

The costs of removing wasps, bees or hornets nests from the Premises. Provided that our maximum liability under this Extension will not exceed £1,000 for any one claim.

## 16 Fire Extinguishment and Security Equipment Expenses

Costs reasonably and necessarily incurred with Our consent in:

- a refilling fire extinguishment appliances, replacing used sprinkler heads and refilling sprinkler tanks: and

- b setting fire and /or intruder alarms and/or closed circuit television equipment, resulting from Damage to Property insured under this Section, subject to the following:
  - i It is a condition precedent to Our liability under this Section that You maintain all such equipment in accordance with the manufacturer's instructions;
  - ii We will not be liable under this Extension in respect of any costs recoverable from Your maintenance company or fire and rescue services; and
  - iii Our liability under this Extension will not exceed £5,000 in total for all claims or series of claims, arising out of any one original cause.

## Exclusions

This Section does not cover:

- 1 Property more specifically insured by You or on Your behalf;
- 2 Damage by confiscation or detention by customs or other officials or authorities;
- 3 Damage to any particular piece of plant or fittings of the electrical installation or appliances by self-ignition, short circuit, excessive pressure, self-heating or leakage of electricity unless more specifically insured under the Policy Extensions;
- 4 Damage to Glass and Sanitary Ware as defined under Section 6 of this Policy other than breakage by or arising out of fire, lightning or explosion or salvage operations consequent thereon;
- 5 Damage to any electrical sign or its installation;
- 6 any disappearance or shortage revealed only at the time of a stocktaking or a stock check or the making of an inventory or not traceable to a specific event;
- 7 a hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment;
- 8 loss or damage recoverable under the maintenance agreement or any warranty or guarantee, or which would be recoverable but for breach of Your obligations under the agreement.

## Conditions

### 1 Index Linking

The Sums Insured by this Section are subject to Index Linking.

### 2 Basis of Claims Settlement

#### a Trade Contents other than Business Contents

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

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

#### b Business Contents

The Basis of Settlement for each and every Item under this Section will be on a Reinstatement Basis. We may at Our option reinstate or replace the property or any part thereof.

### 3 Automatic Reinstatement of Sum Insured

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

- a You pay the additional premium; and
- b You take immediate steps to carry out any alterations to the protections of the Premises which We may require.

### 4 Excess

We will not be liable for the amount of the Excesses stated in the Schedule for each and every claim in respect of:

- a Contingencies 6, 7, 8, 9, 11, 12, 13 and 15.
- b Contingency 10.

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

### 5 Roof Condition

It is a condition precedent to Our liability that any:

- i felt on timber roof; or
- ii flat roof; or
- iii roof with a pitch of 12.5 degrees or less,

is subject to the following inspection periods by a competent roofing contractor and evidence of the inspections must be retained with any recommendations implemented within 28 days of the inspection.

Unless under a guarantee the roof must be inspected every 2 years and have been inspected no more than 2 years prior to the Policy inception. If under a guarantee then following installation the inspection is to be undertaken every 5 years and then inspected every 2 years from the end of the guarantee.

Notwithstanding any other Excess applicable under this Section, We will not be liable for the first £500 of each and every claim, for Damage to Property insured under this Section caused by Contingency 8 Storm, Tempest as defined within this Section, in respect of any portion of the Premises with any roof listed within this Condition.

All claims or series of claims, arising out of any one original cause will be treated as one claim.

### 6 Stillage

It is a condition precedent to Our liability that all DVDs CDs Video Tapes Cigarettes Cigars Tobacco Wines Spirits and All Other Stock be stored on wooden pallets or metal racking so that such goods are at least 100 millimetres off the floor level.

### 7 Portable Heaters

It is a condition precedent to Our liability that no form of portable heating appliance nor any propane gas cylinders be kept, used or stored in Your premises.

### 8 Subsidence

It is a condition precedent to Our liability in respect of any Damage insured under this Section caused by Contingency 14, that You will notify Us immediately of any demolition, groundworks, excavation or construction, being carried out on any adjoining site and We will then have the right to vary the terms or cancel this cover.



# Section 3: Public and Products Liability

## Definitions

### Employee

Any person while working for You in connection with the Business who is:

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

### Business

The Business as shown in the Schedule includes:

- 1 ownership, maintenance and repair of the Premises;
- 2 the provision and management of canteen, sports, social or welfare organisations for the benefit of Employees and fire, security, first aid, medical and ambulance services;
- 3 private work undertaken with Your prior consent by Employees for any of Your directors or senior officials; and
- 4 participation in trade shows or exhibitions.

### Territorial Limits

- 1 The United Kingdom, the Channel Islands and the Isle of Man;
- 2 elsewhere in the world for visits in connection with the Business undertaken by You or Your directors or Your partners or Employees normally resident in 1 above in respect of the performance of non-manual work.

### Products Supplied

Goods (including labels and containers and packaging) sold or supplied by You from the Premises in the course of the Business.

## Cover

In the event of the Contingency described below We will indemnify You against the following:

- 1 all sums which You become legally liable to pay for compensation and claimants' costs and expenses in respect of the Contingency in connection with the Business;
- 2 all costs and expenses of litigation incurred with Our written consent in respect of a claim against You to which the indemnity expressed in this Section applies; and
- 3 the payment of the solicitor's fee incurred with Our written consent for representing You at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in any Contingency which may be the subject of indemnity under this Section or at any Coroner's Inquest or Fatal Accident Inquiry in respect of any such Contingency.

## Contingency

### Public Liability and Products Liability

- a accidental Bodily Injury to any person other than an Employee;
- b accidental Damage to Property not belonging to You or in Your charge or under Your control or that of any Employee;
- c accidental obstruction, trespass, nuisance or interference with any easement of air, light, water or way;
- d wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy,

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

Our liability for all compensation (excluding costs) payable to any claimant or number of claimants in respect of or arising out of any one event or all events of a series consequent on one original cause will not exceed the Indemnity Limit stated in Section 3 of the Schedule but in respect of Products Supplied this limit will apply to all insured events occurring in any one Period of Insurance.

## Extensions

### 1 Cross Liabilities

Where You comprise more than one party We will treat each party as if a separate Policy had been issued to each provided that nothing in this Extension will increase Our liability beyond the amount for which We would have been liable had this Extension not applied.

### 2 Motor Contingent Liability

We will indemnify You in respect of liability arising out of the use of any motor vehicle not belonging to or provided by You whilst being used in the course of the Business anywhere in the United Kingdom Isle of Man or Channel Islands.

Provided that this indemnity will not apply:

- a in respect of Damage to the vehicle or any property contained therein;
- b whilst the vehicle is being driven:
  - i by You;
  - ii with Your consent by any person who does not hold a licence to drive such a vehicle;
- c to liability which is insured or would but for the existence of this Section be insured under any other insurance.

### 3 Defective Premises Act 1972

We will indemnify You in respect of legal liability arising out of the ownership of premises in the event of any premises being disposed of by You prior or subsequent to the inception of this Policy where such liability devolves upon You by reason of the Defective Premises Act 1972 provided that:

- a such liability is not otherwise insured; or
- b We will not be liable in respect of damage to that part of such premises on which You or anyone on Your behalf has worked if such damage directly results from such work.

### 4 Health and Safety at Work, etc. Act 1974

We will indemnify You and at Your request any of Your directors or any of Your partners or any Employee against legal costs and expenses incurred in defending prosecutions for 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 in the course of the Business during the Period of Insurance.

We will also pay the prosecution costs You are legally liable to pay and any other costs in appealing against any judgment given.

Provided that:

- a this indemnity will not apply to:
  - i the payment of any costs or expenses incurred without Our written consent; or
  - ii the payment of fines or penalties;
- b the prosecution relates to the health safety and welfare of any person other than an Employee;
- c proceedings arise from an incident which relates to a claim or potential claim under this Section.

### 5 Consumer Protection and Food Safety Acts

We will indemnify You and at Your request any of Your directors, Your partners or Employees against legal 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.

Provided that this indemnity will not apply to:

- i the payment of fines or penalties;
- ii proceedings or appeals in respect of any deliberate act or omission by You, Your partners, directors or Employees; or
- iii costs or expenses insured by any other policy.

### 6 Damage to Leased or Rented Premises

The exclusion of property in Your charge or under Your control or that of any of Your Employees will not apply in respect of Damage to premises (or fixtures or fittings thereof) hired or rented to You provided that this Extension will not apply to liability in respect of:

- a such Damage if the liability is assumed by You under a tenancy or other agreement and would not have attached in the absence of such agreement; or
- b the first £100 of such Damage caused otherwise than by fire or explosion.

## 7 Employees/ Visitors and Customers Callers Personal Effects

The exclusion of property in Your charge or under Your control or that of any of Your Employees will not apply in respect of Damage to clothing and personal effects belonging to Employees or callers during the course of the Business.

## 8 Compensation for Court Attendance

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

- a £500 for You or any of Your directors or any of Your partners;
- b £250 for any Employee.

## 9 Additional Persons Insured

We will subject to the terms of this Section indemnify:

- a in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person;
- b at Your request:
  - i any principal in respect of liability arising out of the performance by You of any agreement entered into by You with the principal to the extent required by such agreement;
  - ii any of Your directors or Your Partners or Employees in respect of liability arising in connection with the Business,
 

provided that You would have been entitled to indemnity under this Section if the claim had been made against You;
  - iii any officer committee or member of Your canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such;
  - iv any of Your directors or Your partners or senior officials in respect of private work undertaken by any Employee for that director or partner or senior official.

Provided that:

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

## 10 Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You against legal costs and expenses, incurred with Our prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of corporate manslaughter or corporate homicide, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands, committed or alleged to be committed in the course of the Business during the Period of Insurance.

Provided that:

- a Our liability under this Extension will be limited to a maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance;
- b this Extension will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- c We must consent to the appointment of any solicitor or counsel, acting on Your behalf;
- d You must immediately notify Us of receipt of any summons or other process, served upon You, which may give rise to proceedings arising from the cover under this Extension; and
- e before We consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by Us will be supplied by You.

It is understood that We will have no liability under this Extension:

- i if You have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;

- ii for any fines or penalties, of any kind; or
- iii where You can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide, from any other source or insurance or where but for the existence of this Extension You would have obtained indemnity from any other source or insurance.

### 11 Overseas Personal Liability

We will indemnify You and at Your request any of Your directors or any of Your partners or any Employee or any family member accompanying them while temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the Business against legal liability as defined in this Section incurred in a personal capacity.

Provided that this indemnity will not apply:

- a to liability arising out of the ownership or tenure of any land or building; or
- b where indemnity is provided by any other insurance.

### 12 Data Protection Legislation 2018

We will indemnify You against any compensation claim in respect of material or non-material damage where such damage occurs during the Period of Insurance and happens in connection with the Business, provided that You:

- a have complied in all respects with Your obligations under the Data Protection (Charges and Information) Regulations 2018;
- b are not in business as a computer bureau; and
- c were acting as a sole and independent controller in respect of the matter giving rise to the compensation claim.

Our liability under this Extension (including all compensation, costs and expenses) will be limited to a maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance.

Provided that this indemnity will not apply to:

- i any material or non-material damage caused by any deliberate act or omission, by You, where such material or non-material damage could reasonably have been expected by You having regard to the nature and circumstances of such act or omission;
- ii any material or non-material damage caused by any act of fraud or dishonesty;
- iii the costs and expenses of rectifying, rewriting or erasing data (including personal data);

- iv liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person;
- v the payment by You of any regulatory fines or penalties;
- vi any material or non-material damage caused by:
  - a any deliberate, reckless or negligent act of any of Your Employees; or
  - b any failure by an Employee to act in accordance with Your internal policies, procedures and guidelines; or
- vii where You are covered by any other insurance.

For the purposes of this Extension:

- i "GDPR" means:  
The retained European Union law version of the General Data Protection Regulation (EU) 2016/679.
- ii "compensation claim" means:  
Any sums which You become legally liable to pay as compensation to any data subject under and in accordance with Article 82 of the United Kingdom GDPR, or any equivalent legislation in the Isle of Man or the Channel Islands, or any similar or successor legislation, including the Data Protection Act 2018 (as may be amended from time to time).
- iii "controller" will have the meaning given to it in Article 4(7) of the United Kingdom GDPR.
- iv "material or non-material damage" will be interpreted in accordance with Article 82 of the United Kingdom GDPR.

### Exclusions

This Section will not apply to liability in respect of:

- a Injury or Damage arising out of manual work away from Your Premises, other than collection or delivery;
- b Injury or Damage arising from the ownership, possession or use by You or on Your behalf of:
  - i any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation (except the loading or unloading of such vehicle or trailer or the delivery or collection of goods in connection with such vehicle or trailer when You are not entitled to indemnity under any other policy);
  - ii any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space or the loading or unloading of such vessel or craft;

- c** Injury or Damage arising from or caused by:
  - i** design, formula, advice or specification provided by You or on Your behalf for a fee or where a fee would normally be charged;
  - ii** breach of professional duty or malpractice of any nature by You or on Your behalf;
  - iii** the sale, supply or administration of drugs, medicines, chemicals or medical supplies or equipment of any kind by You or on Your behalf other than the sales or supply of proprietary branded and packaged drugs, medicines or medical supplies or equipment;
  - iv** any treatment used, practised or performed by You or on Your behalf other than when performing first aid;
  - v** any surgical operation or medical procedure by You or on Your behalf;

**d** Damage arising from any work carried out on motorised vehicles or motorised cycles;

**e** the cost of replacing or making good faulty, defective or incorrect:

- a** workmanship; or
- b** Products Supplied;

**f** Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

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

Our liability in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance will not exceed in the aggregate the Indemnity Limit shown in the Schedule.

For the purpose of this Exclusion "Pollution or Contamination" means:

- i** all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- ii** all Damage or Injury directly or indirectly caused by such pollution or contamination.

This Exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories;

**g** Damage to any commodity article or thing supplied installed or erected by You if such Damage is attributable to any defect therein or the harmful nature or unsuitability thereof;

**h** Damage to or costs and expenses involved in the repair, alteration, replacement, removal, dismantling or recall of any Products Supplied which are the subject of any claim under this Section or any refund paid on such Products Supplied;

**i** Liquidated damages, fines or penalties; or

**j** Punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

**k** Injury or Damage to property caused by or in connection with Products Supplied knowingly exported (whether or not by You or on Your behalf) to the United States of America and/or Canada and/or their dependencies or trust territories, unless otherwise agreed by Us;

**l** All liability in respect of Pollution or Contamination occurring in the United States of America and/or Canada and/or their dependencies or trust territories.

## Excess

We will not be liable for the amount of the Excess stated in the Schedule for each and every claim in respect of Damage to Property.

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

## Optional Extensions

These Extensions are operative only if shown as insured in the Schedule.

### Optional Extension 1: Hair and Beauty Treatment

## Definitions

Standard Treatments means:

- a** washing, cutting, styling and drying of the hair;
- b** tinting, dyeing, bleaching, permanent waving or special treatment of the hair normally carried out by a hairdresser;
- c** eyebrow and eyelash plucking, shaping and tinting;
- d** manicure and pedicure (but not chiropody) including the application of acrylic coatings;
- e** application of cosmetics and facial masks including ionisation and steaming treatments;
- f** application of proprietary hair removal preparations other than electrolysis; and
- g** normal hairdressing work on wigs and hairpieces.

### Suitably Trained Person

In respect of beauty treatments (defined as **c**, **d**, **e** and **f** above) any person 18 years or over who has more than one years continuous experience of beauty therapy.

In respect of hairdressing (defined as **a**, **b** and **g** above) any person 18 years or over who has either:

- i** more than 3 years continuous experience of professional hairdressing; or
- ii** completed 2 years technical college training in hairdressing.

### Cover

The cover provided by this Section extends to include liability arising out of any operation of the Standard Treatments in the Premises or elsewhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands (except any premises owned or occupied by You not being the Premises insured hereunder) by You or any Employee.

### Exclusions

We will not be liable for any claim arising out of or attributable to:

- a** application by You or any one acting on Your behalf or use upon Your advice or any one acting on Your behalf of any lotion, hair dye or other preparation wholly or partly manufactured, produced, mixed or treated in any way by You or anyone acting on Your behalf;
- b** use contrary to the makers or vendor's instructions as regards failure to make the prior skin tests before use and/or subsequent procedures required or recommended by them in respect of any lotion hair dye or other preparation;
- c** any Standard Treatment carried out by any person other than a Suitably Trained Person except:
  - i** the washing and drying of hair, hairpieces or wigs;
  - ii** whilst such person is under the direct and continuous supervision of a Suitably Trained Person; or
- d** vibro massage, laser treatments, semi or permanent make up or any other beauty treatment involving power operated aids or any treatment involving the administration of injectable beauty and aesthetic treatments or body piercing.

### Conditions Applicable to this Extension

#### 1 Limit of Liability

Our maximum liability in respect of any one occurrence or series of occurrences arising out of any one cause and the total amount payable during any one Period of Insurance will not exceed the Indemnity Limit stated in the Schedule in addition to costs and expenses incurred with Our written consent.

- 2** This Extension excludes liability arising from or caused by work undertaken on Your behalf by medically qualified clinicians unless You have established and maintain an administrative procedure for obtaining evidence that qualified clinicians effect public liability insurance that:

- a** covers the work to be undertaken by medically qualified clinician;
- b** is subject to an Indemnity Limit of not less than that provided by this Policy;
- c** includes an Indemnity to Principals Clause; and
- d** remains in force throughout the duration of the contract with You.

#### Optional Extension 2: Work Away

Cover provided by this Section extends to apply whilst You, Your directors, Your partners or Employees are engaged in work in connection with the Business anywhere in the United Kingdom, Isle of Man or Channel Islands (except any premises owned or occupied by You not being the Premises insured by this Policy) excluding the amount of the Excess shown in the Schedule in respect of Damage to Property.

# Section 4: Employers Liability

## Definitions

### Employee

Any person while working for You in connection with the Business who is:

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

### Business

The Business as shown in the Schedule includes:

- 1 ownership, maintenance and repair of the Premises;
- 2 the provision and management of canteen, sports, social or welfare organisations for the benefit of Employees and fire, security, first aid, medical and ambulance services;
- 3 private work undertaken with Your prior consent by Employees for any of Your directors or Your partners or senior officials; and
- 4 participation in trade shows or exhibitions.

### Territorial Limits

- 1 The United Kingdom, the Channel Islands and the Isle of Man;
- 2 elsewhere in the world for visits in connection with the Business undertaken by You or any of Your directors or Your Partners or Employees normally resident in 1 above in respect of the performance of non-manual work.

### Cover

In the event of the Contingency described below We will indemnify You against the following:

- 1 all sums which You will become legally liable to pay for compensation and claimants' costs and expenses in respect of the Contingency in connection with the Business;

- 2 all costs and expenses of litigation incurred with Our written consent in respect of a claim against You to which the indemnity expressed in this Section applies; and
- 3 the payment of the solicitor's fee incurred with Our written consent for representing You at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in the Contingency which may be the subject of indemnity under this Section or at any Coroner's Inquest or Fatal Accident Inquiry in respect of the Contingency.

## Contingency

### 1 Employers Liability

Accidental Bodily Injury caused during the Period of Insurance to any Employee if such Bodily Injury arises out of and in the course of their employment by You.

Our liability for all compensation, legal costs and expenses and solicitors' fees payable to any claimant or number of claimants in respect of or arising out of any one event or all events of a series consequent on one original cause will not exceed the Indemnity Limit stated in Section 4 of the Schedule.

## Extensions

### 1 Health and Safety at Work, etc. Act 1974

We will indemnify You and at Your request any of Your directors or any of Your partners or any Employee against legal costs and expenses incurred in defending prosecutions for 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 in the course of the Business during the Period of Insurance.

We will also pay the prosecution costs You are legally liable to pay and any other costs in appealing against any judgment given.

Provided that:

- a this indemnity will not apply to:
  - i the payment of any costs or expenses incurred without Our written consent; or
  - ii the payment of fines or penalties;
- b the prosecution relates to the health safety and welfare of Employee(s); and
- c proceedings arise from an incident which relates to a claim or potential claim under this Section.

## 2 Compensation for Court Attendance

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

- a £500 for You or any of Your directors or any of Your partners;
- b £250 for any Employee.

## 3 Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any Employee in respect of Injury caused during any Period of Insurance and arising out of and in the course of employment by You in the Business against any company or individual operating from premises within the United Kingdom, the Channel Islands or the Isle of Man in any Court situate in those territories and remaining unsatisfied in whole or in part six months after the date of such judgement We will at Your request indemnify, up to the Indemnity Limit, the said Employee or their personal representative up to the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- a there is no appeal outstanding;
- b if any payment is made hereunder the terms of this Extension, the Employee or the personal representatives of the Employee will assign the judgement to Us.

## 4 Additional Persons Insured

We will subject to the terms of this Section indemnify:

- a in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person;
- b at Your request:
  - i any principal in respect of liability arising out of the performance by You of any agreement entered into by You with the principal to the extent required by such agreement;
  - ii any of Your directors or any of Your Partners or Employees in respect of liability arising in connection with the Business,

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

- iii any officer committee or member of Your canteen, sports, social or welfare organisations, fire, security, first aid, medical or ambulance services in their respective capacities as such; and
- iv any of Your directors or Your partners or senior officials in respect of private work undertaken by any Employee for that director or partner or senior official.

Provided that:

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

## 5 Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You against legal costs and expenses, incurred with Our prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge, of corporate manslaughter or corporate homicide, under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands, committed or alleged to be committed in the course of the Business during the Period of Insurance.

Provided that:

- a Our liability under this Extension will be limited to a maximum amount of £1,000,000 in the aggregate and in any one Period of Insurance;
- b this Extension will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands;
- c We must consent to the appointment of any solicitor or counsel, acting on Your behalf;
- d You must immediately notify Us of receipt of any summons or other process, served upon You, which may give rise to proceedings arising from the cover under this Extension; and



- e before We consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by Us will be supplied by You.

It is understood that We will have no liability under this Extension:

- i if You have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;
- ii for any fines or penalties, of any kind; or
- iii where You can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide, from any other source or insurance or where but for the existence of this Extension You would have obtained indemnity from any other source or insurance.

## 6 Cross Liabilities

Where You comprise more than one party We will treat each party as if a separate Policy had been issued to each, provided that nothing in this Extension will increase Our liability beyond the amount for which We would have been liable had this Extension not applied.

## Exclusions

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

- 1 caused to any Employee (other than the driver) being carried in or upon a vehicle or entering or getting onto or alighting from a vehicle where Bodily Injury is caused by or arises out of the use by You of a vehicle on a road. For the purpose of this Exclusion the expressions “vehicle”, “use” and “road” will have the same meanings as in Part VI of the Road Traffic Acts 1988; or
- 2 arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform will be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.

## Conditions

### 1 Right of Recovery

The Indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the United Kingdom, the Channel Islands or the Isle of Man.

However, You will repay Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law.

### 2 Certificate of Employers Liability Insurance

If this Policy or Section is cancelled, any Certificate of Employers Liability Insurance will be similarly cancelled from the same date.

## Optional Extension

This Extension is operative only if shown as insured in the Schedule.

### Optional Extension 1: Injury to Working Partners

Cover provided by this Section is extended to include Bodily Injury sustained by any working partner provided that We will only be liable under this Extension where:

- a the injury is sustained whilst such partner is working in connection with the Business; and
- b the Injury is caused by the negligence of another partner or Employee whilst working in the Business.

# Section 5 : Business Interruption

## Definitions

### Indemnity Period

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

### Gross Income

The money paid or payable to You for goods sold (less the cost of purchases) and services rendered in the course of the Business either at the Premises or elsewhere.

### Increased Cost of Working

The additional expenditure necessarily and reasonably incurred with Our consent.

### Outstanding Debit Balances

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

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

## Cover

### 1 Loss of Gross Income

If property used by You at the Premises or elsewhere as specified sustains Damage, for which liability has been admitted under Sections 1, 2 or 6 causing an interruption of the Business which results in loss of Gross Income We will indemnify You for the:

- a amount by which the Gross Income during the Indemnity Period, as a result of Damage, falls short of the Gross Income which would have been received during the Indemnity Period had no Damage occurred; and
- b Increased Cost of Working for the sole purpose of avoiding or diminishing the reduction in Gross Income during the Indemnity Period as a result of the Damage, not exceeding the amount of Gross Income thereby avoided, less any sum saved during the Indemnity Period in respect of charges or Business expenses payable out of Gross Income which cease or are reduced as a result of the Damage.

Provided that if at the time of any Damage the Sum Insured on Gross Income is less than the Gross Income which would have been earned in the Indemnity Period following the date of the Damage the amount payable will be proportionately reduced.

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

## Extensions

Cover provided by this Section is extended to include loss of Gross Income following interruption of the business as a result of:

### 1 Prevention/ Denial of Access

Damage to Property in the vicinity of the Premises preventing or hindering access to or use of such Premises, whether Your Premises or Your property therein is subject to Damage or not, but excluding the property of any supply undertaking from which You obtain electricity, gas, water or telecommunications services.

### 2 Public Utilities

- a accidental failure of public supplies of electricity gas or water at the terminal ends of the utilities service feeders to the Premises not occasioned by:
  - i Your wilful act or neglect;
  - ii a deliberate act of the supply undertaking unless for the sole purpose of safeguarding life or protecting any part of the supply undertaking system;
  - iii a scheme of rationing unless solely necessitated by accidental Damage to the supply undertaking's generating or supply equipment;
  - iv any industrial action or drought; or
  - v any failure of supply lasting for less than thirty minutes.
- b Damage to Property at any land based premises of the public telecommunications undertaking from which You obtain telecommunications services.

### 3 Suppliers

Damage by any of the Contingencies insured under Section 2 to Property at the premises of any of Your suppliers (other than suppliers of electricity, gas, water, or telecommunication service) within the United Kingdom Channel Islands or Isle of Man up to a limit of 10% of the Sum Insured or £50,000 which ever is the lower.

#### 4 Closure

Loss resulting from interruption to or interference with the Business at the Premises in consequence of closure of any part of the Premises, commencing during the Period of Insurance, by a competent Public Authority due to defective drains or other sanitary arrangements, vermin or pests.

Provided that after the application of all the terms, definitions, conditions, clauses and exclusions, of the Policy, Our liability under this Extension in total for all claims or series of claims, arising out of any one original cause, will not exceed £50,000.

Notwithstanding the Definition of Indemnity Period under this Section, for the purpose of this Extension, Indemnity Period means:

The period beginning with the closure of any part of the Premises and ending when the results of the Business will cease to be affected by such closure but not exceeding the Indemnity Period being the number of months stated in the Schedule.

#### 5 Disease

- a** murder or suicide occurring at the Premises;
- b** the occurrence of the following diseases:  
Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Bubonic Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow Fever at the Premises: or
- c** poisoning directly caused by the consumption of food or drink provided at the Premises.

Provided that:

- i** the use of the Premises is restricted on the order or advice of a competent authority commencing during the Period of Insurance; and
- ii** after the application of all the terms, definitions, conditions, clauses and exclusions, of the Policy, Our liability under this Extension under each of **a** to **c** above will not exceed £50,000 in the aggregate and in any one Period of Insurance.

Notwithstanding the Definition of Indemnity Period under this Section, for the purpose of this Extension, Indemnity Period means:

The period beginning with the restriction on the use of the Premises and ending when the results of the Business will cease to be affected by such closure but not exceeding the Indemnity Period being the number of months stated in the Schedule.

#### 6 Public Emergency

Loss resulting from interruption to or interference with the Business at the Premises in consequence of the actions or advice of a competent Public Authority, due to an emergency likely to endanger life or property, in the vicinity of the Premises, which commencing during the Period of Insurance, prevents or hinders the use of or access to the Premises, excluding:

- a** any loss during the first four hours;
- b** cover provided by Extension 11 Bomb Scares;
- c** labour disputes; or
- d** any loss occurring in Northern Ireland.

Provided that after the application of all the terms, definitions, conditions, clauses and exclusions, of the Policy, Our liability under this Extension in total for all claims or series of claims, arising out of any one original cause, will not exceed £50,000.

Notwithstanding the Definition of Indemnity Period under this Section, for the purpose of this Extension, Indemnity Period means:

The period beginning with the use of or access to the Premises being prevented or hindered and ending when the results of the Business will cease to be affected by such prevention or hindrance, but not exceeding the Indemnity Period being the number of months stated in the Schedule.

#### 7 Storage Sites

Any premises in the United Kingdom, the Channel Islands or the Isle of Man, not owned or occupied by You, where Your property is stored.

#### 8 Property in Transit

Whilst in transit in the United Kingdom in, the Channel Islands or the Isle of Man.

#### 9 Contract Sites

Any situation the United Kingdom in, the Channel Islands or the Isle of Man, where You are carrying out a contract.

## 10 National Lottery

Loss resulting from interruption to or interference with the Business at the premises, in consequence of an Employee or Employees terminating their employment with You as a direct result of a confirmed win during the Period of Insurance on the National Lottery in the United Kingdom.

Provided that after the application of all the terms, definitions, conditions, clauses, endorsements and exclusions, of the Policy:

- a** Our liability under this Extension in total for all claims or series of claims, arising out of any one original cause will not exceed the Estimated Gross Income, Sum Insured; and
- b** the Indemnity Period under this Extension will not exceed 3 months.

Notwithstanding the General Definition of Employee for the purpose of this Extension, Employee means:

Any person while working for You in connection with the Business who is under a contract of service or apprenticeship, with You.

Notwithstanding the Definition of Indemnity Period under this Section, for the purpose of this Extension, Indemnity Period means:

The period beginning with the date of the confirmed win on the National Lottery and ending when the results of the Business will cease to be affected by such win.

## 11 Bomb Scares

Loss resulting from interruption to or interference with the Business at the Premises in consequences of the suspected or actual presence of an incendiary or explosive device commencing during the Period of Insurance prevents or hinders access to the Premises, excluding:

- a** any loss during the first 4 hours; or
- b** any loss occurring in Northern Ireland.

Provided that after the application of all terms, definition, conditions, clauses, endorsements and exclusions, of the Policy, Our liability under this Extension in total for all claims or series of claims, arising out of any one original cause, will not exceed £50,000.

## 12 Essential Personnel

Loss resulting from interruption to or interference with the Business at the Premises in consequences of the:

- a** death of any of Your Principals; or

- b** total and permanent disablement of any of Your Principals, which prevents them from attending to their normal occupation,

occurring during the Period of Insurance due to injury caused by accidental and violent means.

We will only pay the additional costs and/or expenses that You necessarily and reasonably incur, solely in order to minimise any interruption or interference, with the Business, during the Indemnity Period, which but for the additional costs and/or expenses would have taken place.

Provided that Our liability under this Extension will not exceed £25,000 in the aggregate and in any one Period of Insurance.

For the purposes of this Extension, Principals means:

Any person who is an owner, partner, company director or trustee, of the Business.

Notwithstanding the Definition of Indemnity Period under this Section, for the purpose of this Extension, Indemnity Period means:

The period beginning with the occurrence of the situations described in **a** or **b** of this Extension and ending when the results of the Business will cease to be affected by such situation but not exceeding the Indemnity Period being the number of months stated in the Schedule.

## 13 Book Debts

If Your account books or other Business books or records whilst on Your Premises or temporarily removed to any premises in the United Kingdom, Republic of Ireland, the Isle of Man or the Channel Islands or in transit between them, sustain Damage from any of the Contingencies insured under Section 2: Trade Contents of this Policy which results in Your inability to trace or establish the Outstanding Debit Balances We will pay You:

- a** the difference between the Outstanding Debit Balances and the total of the amounts received or traced in respect thereof;
- b** the additional expenditure incurred with Our consent in tracing and establishing customers' debit balances after the Damage; and
- c** auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section,

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

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

- i erasure or distortion of information on computer systems or other records;
  - a due to the presence of a magnetic flux or whilst mounted in or on any machine or data processing apparatus unless caused by Damage to said machine or apparatus;
  - b due to defects in such records;
- ii deliberate falsification of business records;
- iii mislaying or misfiling of tapes and records;
- iv the deliberate act of the public supply undertaking in restricting or withholding electricity supply;
- v wear and tear and gradual deterioration, vermin, rust, damp or mildew; or
- vi dishonest or fraudulent acts by any of Your employees.

#### 4 Value Added Tax

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

#### 5 First Financial Year

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

### Condition applicable to this Extension

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

- a in a locked, fire-resistant safe or cabinet at the Premises; or
- b away from the Premises.

### Conditions

The following Conditions apply to this Section

#### 1 Limit of Liability

The maximum amount payable in any one Period of Insurance in respect of any item insured under this Section is the Sum Insured stated under Section 5 in the Schedule for each item.

#### 2 Automatic Reinstatement of Loss

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

#### 3 Accounting Adjustments

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

# Section 6: Other Contingencies

## Sub-Section 1 – Glass

### Definitions

#### Glass

Internal and external fixed glass, (including shelves, showcases and mirrors).

#### Sanitary Ware

Fixed baths, washbasins, pedestals, bidets, shower trays, sinks, lavatory pans and cisterns.

### Cover

In the event of breakage of Glass or Sanitary Ware for which You are responsible at the Premises We will replace such property or at Our option pay You the cost of replacement.

We will not be liable to replace or pay for the replacement of such property exactly but only as nearly as circumstances permit.

Following breakage of Glass We will in addition pay for any boarding up costs reasonably incurred.

### Extensions

We will also indemnify You in respect of:

- 1 damage to frames or framework following breakage of Glass;
- 2 the cost of removal or replacement of fixtures and fittings necessarily incurred to effect replacement of Glass as a result of breakage;
- 3 the cost of replacing alarm foil lettering painting embossing silvering or other ornamental work on Glass following breakage of Glass; and
- 4 accidental damage to goods incidental to the Business caused by breakage of Glass in display windows.

Provided that Our liability under any or all of these Extensions will not exceed the Sum Insured shown in the Schedule for any one incident.

### Exclusions

This Sub-Section does not cover breakage or Damage:

- 1 by or arising out of fire lightning or explosion or preventive or salvage operations consequent thereon;
- 2 occurring during removal or installation or arising out of repairs or alterations being carried out at the Premises;
- 3 caused in connection with theft of property from the Premises unless We have agreed to indemnify You in respect of such theft under Section 2: Trade Contents, of this Policy;
- 4 of any item flawed or broken at the commencement of this insurance; or
- 5 in any portion of the Building which is Vacant or Disused.

### Excess

We will not be liable for the amount of the Excess stated in the Schedule for each and every claim.

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

## Sub-Section 2 – All Risks on Fixed Signs

### Cover

We will by payment or at Our option reinstate repair or indemnify You against Damage to any sign belonging to You or for which You are responsible situate fixed on the exterior of or outside and in the immediate vicinity of the Premises up to the Sum Insured stated in the Schedule.

### Exclusions

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

- 1 occasioned by or happening through wear and tear the action of light or atmosphere moths vermin or insects;
- 2 occasioned by or happening through any process of cleaning dyeing restoring adjusting or repairing;
- 3 occasioned by or happening through corrosion dampness dryness wet or dry rot marring scratching bruising or deterioration;
- 4 occasioned by or happening during erection fitting installation or removal; or
- 5 to any part arising from mechanical electrical or electronic breakdown or derangement or from adjustment maintenance or repair unless more specifically insured under the Policy.

## Excess

We will not be liable for the amount of the Excess stated in the Schedule for each and every claim.

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

## Sub-Section 3 – Goods in Transit

### Cover

We will Indemnify You in the event of Damage to the Trade Contents as defined in Section 2: Trade Contents whilst in transit by vehicles owned, hired or leased by You (including loading and unloading and temporary housing in course of transit) anywhere within the United Kingdom, the Channel Islands, the Isle of Man and the Republic of Ireland, including sea transits between any of these territories.

### Exclusions

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

- 1 theft from any unattended vehicle unless:
  - a such vehicle is securely locked at all points of access; or
  - b between the hours of 9.00 p.m. and 6.00 a.m. the vehicle is kept within a securely locked building;
- 2 the deterioration of goods conveyed in frozen chilled or insulated condition due to faulty stowage or incorrect setting or operation of the equipment or variations in temperature unless directly due to fire or accident to the conveying vehicle or by theft or attempted theft;
- 3 damage due to natural deterioration;
- 4 loss of market, Damage due to delay, indirect loss of any kind or any other loss as a direct consequence of Damage;
- 5 damage to bills of exchange promissory notes money securities for money stamps precious stones jewellery bullion or loss or death of or injury to living creatures;
- 6 spillage, leakage, fermentation, taint, contamination, deterioration, mechanical or electrical breakdown of any goods or merchandise unless directly traceable to fire, lightning or road accident happening to the vehicle transporting the Property insured.

## Conditions

### 1 Limit of Liability

The maximum amount payable in respect of any Item insured under this Sub-Section is the Sum Insured stated in the Schedule.

### 2 Basis of Claims Settlement

The basis of claims settlement under this Sub-Section is for:

#### a Trade Contents other than Business Contents;

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

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

#### b Business Contents

The Basis of Settlement will be on a Reinstatement Basis. We may at Our option reinstate or replace the property or any part thereof.

### 3 Automatic Reinstatement of Loss

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

## Excess

We will not be liable for the amount of the Excess stated in the Schedule for each and every claim.

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

# Section 7: Loss of Money

## Definitions

### Money

Cash, Bank and Currency Notes, Uncrossed Cheques, Girocheques, Postal Orders or Money Orders, unused current Postage Stamps, unaffixed National Insurance Stamps, National Savings and Holidays with Pay Stamps, Trading Stamps, Luncheon Vouchers, Mobile Phone Talk Vouchers, Gift Tokens, Consumer Redemption Vouchers, Travel Tickets, validated tickets for the National Lottery and Gaming Machine Tokens all belonging to You or which You have accepted responsibility.

### Non-Negotiable Money

Crossed Cheques, Girocheques, Postal Orders, Money Orders, Bankers' Drafts, or Giro Drafts, Unexpired Units in Franking Machines, Stamped National Insurance Cards, National Savings Certificates, Premium Bonds, Credit and Debit Card Sales Vouchers and V.A.T Purchase Invoices.

### Credit Card

Bank, Charge, Credit Debit or Cash Card.

### Business Hours

The period during which the Premises are actually occupied for the purposes of the Business and during which You or Your employees entrusted with Money are in the Premises.

### Cover

We will indemnify You in the event of loss of Money or Non-Negotiable Money whilst:

- 1 in transit;
- 2 in a bank night safe and thereafter within the bank premises until at the bank's risk;
- 3 in Your home or that of any of Your partners, Your directors or Your employees away from the Premises; or
- 4 in the Premises.

### Extensions

#### 1 Damage to Safes and Carrying Cases

We will indemnify You against such Damage in the event of Damage to any:

- a safe or strongroom; and
- b case, bag or waistcoat when used for the carriage of Money,

directly associated with any theft or attempted theft therefrom except insofar as this cost is otherwise insured.

#### 2 Unauthorised Use of Credit Cards

We will indemnify You against liability under the terms of issue of any Credit Card used in connection with the Business for loss following fraudulent use thereof by any unauthorised person, provided that Our liability during any one Period of Insurance will not exceed £1,000.

It is a condition precedent to liability that:

- a any loss of Credit Cards has been reported to the police within 24 hours of discovering the loss;
- b any loss of Credit Cards has been reported to the issuing company immediately; and
- c the Conditions of Issue of the Credit Cards have been complied with.

### Exclusions

We will not be liable under this section for Damage:

- 1 arising from fraud or dishonesty of any of Your employees unless discovered within 14 working days of the occurrence of the Damage;
- 2 due to errors, omissions, depreciation in value, loss of market or indirect loss of any kind;
- 3 from an unattended vehicle;
- 4 occurring outside the United Kingdom, the Channel Islands, the Isle of Man or the Republic of Ireland;
- 5 insured by a fidelity guarantee insurance; or
- 6 arising from the use of any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible or irrecoverable, for any reason.

### Conditions

#### 1 Limit of Liability

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

#### 2 Accompaniment Condition

It is a condition precedent to Our liability that Money (other than Non-Negotiable Money) in transit will be subject to the additional conditions as noted below:

- a whenever the amount exceeds £ 3,000 the Money must be in the possession of at least two able bodied adults;



- b** whenever the amount exceeds £6,000 the Money must be in the possession of at least two able bodied adults and contained within a cash carrying bag as stipulated or agreed by Us or at least three able bodied adults;
- c** whenever the amount exceeds £12,000 the Money must be in the possession of an approved security company; and
- d** all journeys are to utilise varied routes and times.

### 3 Keys Clause

It is a condition precedent to Our liability that all keys or notes of combinations of safes or strongrooms will be in Your custody or that of an authorised employee during Business Hours and not left in the Premises out of Business Hours.

### 4 Cash Tills

It is a condition precedent to Our liability that after Business Hours all cash tills must have their drawers left open with all contents deposited in a secure place not in the vicinity of the cash tills.

# Section 8: Personal Accident (Assault)

## Definitions

### Permanent Total Disablement

A disablement which permanently and continuously disables the Person Insured totally and absolutely from attending to their usual occupation, not being disablement following Loss of Limbs or Loss of Sight.

### Temporary Total Disablement

A disablement which prevents the Person Insured from continuously attending to their usual occupation.

### Temporary Partial Disablement

A disablement which prevents the Person Insured from engaging in or giving attention to a substantial part of their usual occupation.

### Medical Expenses

The cost of medical, surgical or other remedial attention, treatment or appliances, given or prescribed by a qualified member of the medical profession and all hospital nursing home and ambulance charges.

### Injury

Accidental bodily injury caused solely and directly by violence occurring during theft or attempted theft of Money or Non-Negotiable Money, defined in Section 7: Loss of Money of this Policy, at any of the situations described in Section 7 of this Policy or of other property from the Premises during Business Hours.

### Person Insured

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

## Cover

If any Person Insured suffers Injury caused as the result of robbery or any attempt thereof in the course of the Business which will independently of any other cause be the sole cause of death or disablement We will pay the Person Insured or their legal personal representative the Benefits stated against each Item in the Schedule for any of the Contingencies detailed below.

## Contingencies

- 1 Death (which will not be presumed by disappearance of the Person Insured)
- 2 Disablement being:
  - a total and permanent loss of all sight in one or both eyes; or
  - b total loss by physical severance or total and permanent loss of use of one or both hands or feet; or
  - c Permanent Total Disablement
- 3 Temporary Total Disablement
- 4 Temporary Partial Disablement
- 5 Incurred Medical Expenses

## Extensions

### 1 Personal Effects

In the event of Damage to the personal effects of the Person Insured following an assault by a person or persons attempting to steal Money or any other property We will pay for such Damage up to an amount not exceeding £1,000 in respect of each Person Insured.

### 2 Victim Support

If as a result of the theft or attempt thereof of Money or other non-negotiable Currency, at any of the situations under Section 7: Loss of Money of this Policy or of other property from the Premises during Business Hours, the Person Insured will suffer social and/or emotional impairment following assault or violence, or threat thereof, We will pay the fees for professional counselling but not exceeding:

- a any hourly cost of more than £40;
- b £1,000 for any Person Insured in total for all claims or series of claims, arising out of any one original cause; and
- c £5,000 in total for all Persons Insured and in total for all claims or series of claims, arising out of any one original cause.

## Conditions

The following Conditions apply to this Section.

- 1 Benefits for:
  - a Contingencies 3 and 4 will be payable for a period not exceeding 104 weeks in the aggregate from the commencement of the first Contingency to occur but both will not be payable in respect of the same period of time; and
  - b either or both of Contingencies 3 and 4 will be payable when the total amount has been agreed or at the request of the Person Insured at intervals of not less than four weeks (but not in advance) commencing four weeks after receipt of written notice of any Injury by Us.

Benefits will not be payable for:

- i any of the Contingencies occurring after two years of the injury causing such Contingency; or
  - ii more than one of Contingencies 1 and 2 and when payable for one of those Contingencies Benefit will not also be payable for either of Contingencies 3 and 4 caused by the same Injury nor for any of the Contingencies caused by any subsequent injury to such Person Insured.
- 2 In the event of death of a Person Insured, We will be entitled to have a post mortem examination at Our expense.
  - 3 In the event of disablement of a Person Insured, the Person Insured must immediately place himself under the care of a qualified medical practitioner and, as often as may be required, submit to medical examination at Our expense.
  - 4 All certificates, information and evidence, required by Us, will be furnished at Your expense under this Section and will be in such form and of such nature as We will prescribe.

## Exclusions

This insurance will not apply to any Contingency consequent upon the Person Insured suffering:

- a from illness or disease not resulting from Injury or suffering from Injury due to any gradually operating cause;
- b any 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); or
- c any Death or Disablement contributed to or accelerated by the influence of intoxicating liquor or drugs taken by the Person Insured (other than for drugs taken under medical supervision unless for the treatment of drug or alcohol addiction) or insanity (whether temporary or otherwise).

# Section 9: Specified All Risks

## Definitions

### Geographical Limits

- A** Anywhere in the United Kingdom, Republic of Ireland, the Channel Islands or the Isle of Man.
- B** Europe which means anywhere in the United Kingdom, the Channel Islands, the Isle of Man and the countries of the European Union.
- C** Worldwide which means anywhere in the world.

### Cover

We will indemnify You in the event of accidental Damage happening within the Geographical Limits shown in the Schedule to the property described in the Schedule belonging to You or for which You are responsible the value of such property or the amount of Damage at the time of such Damage or at Our option reinstate or replace such property.

Provided that Our liability in any one Period of Insurance will not exceed the total sum insured or in respect of any item its sum insured or any other stated limit of liability.

### Exclusions

This Section does not cover:

- 1** Damage to the property insured caused by or consisting of:
  - a** inherent vice, latent defect, gradual deterioration, wear and tear, erosion, frost, change in water table level, seepage below ground level, its own faulty or defective design or materials;
  - b** faulty or defective workmanship, operational error or omission on Your part or any of Your Employees; or
  - c** the bursting by steam pressure of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to You or under Your control,
 

but this will not exclude subsequent Damage which results from a cause not otherwise excluded;
- 2** Damage caused by or consisting of:
  - a** corrosion, rust, wet or dry rot, shrinkage, evaporation, leakage, loss of weight, dampness, contamination, fermentation, dryness, marring, scratching, vermin or insects; or
  - b** change in temperature, colour, flavour, texture or finish or the action of light;

Damage consisting of:

- c** mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates; or
  - 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 there with,
 

but this will not exclude:

    - i** such Damage not otherwise excluded which itself results from any of the Contingencies 1-15 within Section 2 of this Policy or from any other accidental Damage; or
    - ii** subsequent Damage which itself results from a cause not otherwise excluded;
- 3** Damage to the Property Insured caused by or consisting of:
    - a** theft or any attempt thereat;
      - i** from the Premises unless involving entry to or exit from the structures at the Premises by forcible and violent means but not;
        - a** from any structure which is incapable of being locked; or
        - b** property in the open unless agreed otherwise by Us;
      - ii** other than from the Premises between the hours of 9pm and 6am unless the Property Insured is in Your personal custody or that of any of Your partners or any of Your directors or any Employee or in a securely locked or occupied building; or
      - iii** from any building which is Vacant or Disused;
    - b** subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;
    - c** normal settlement or bedding down of new structures;
    - d** acts of fraud or dishonesty;
    - e** disappearance, unexplained or inventory shortage, misfiling or misplacing of information; or
    - f** electrical or magnetic injury, disturbance or erasure, of electronic records other than by lightning;
  - 4** Damage in respect of movable property in the open or in open-sided structures, fences and gates, caused by wind, rain, hail, sleet, snow, flood or dust;

- 5 Damage to the Property insured:
  - a caused by fire resulting from its undergoing any heating process or any process involving the application of heat; or
  - b (other than by fire or explosion) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, adjustment or repair;
- 6 Damage to the Property insured:
  - a caused by freezing;
  - b caused by escape of water from any tank, apparatus or pipe or escape of oil from any fixed oil-fired heating installation; or
  - c caused (other than by fire or explosion) by malicious persons or vandals;
 

in any building which is Vacant or Disused;
- 7 Damage occasioned by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction, by or by order of the government or any public authority;
- 8 loss of market, loss of use, monetary devaluation or any other indirect loss arising as a consequence of the Damage;
- 9 Damage to any part of any electrical plant or apparatus, directly caused by breakdown, leakage of electricity or excessive pressure therein, by its own short circuiting or overrunning or electrical surges or spikes in the electricity supply but Damage to any other part of such plant or apparatus or to other Property Insured by the spread of fire therefrom, is not excluded;
- 10 property let out on hire;
- 11 loss resulting from You voluntarily parting with title or possession, of any property if induced to do so by deception;
- 12 loss insured by a fidelity guarantee insurance; or
- 13 any claim for which more specific insurance applies under any of Policy Extension 1: Engineering Breakdown, of this Policy.

## Conditions

### Basis of Claims Settlement

The Basis of Settlement for each and every item will be on a Reinstatement Basis.

### Excess

We will not be liable under this Section for the amount of the Excess stated in the Schedule for each and every claim.

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

# Section 10: Loss of Licence

## Definitions

### Indemnity Period

The period beginning with the loss of licence and ending not later than twelve months thereafter during which the results of the Business will be affected in consequence of the loss of licence provided that if the Premises are disposed of within the twelve months after the loss of licence the Indemnity Period will terminate either:

- 1 upon disposal; or
- 2 12 months from the loss of licence, whichever is the earlier.

### Gross Income

The money paid or payable to You in respect of food drink and services less the cost of food and drink.

### Cover

If the licence for the sale of excisable liquors which has been granted in respect of the Premises is forfeited, suspended or withdrawn We will pay You:

- 1 the amount by which the Gross Income during the Indemnity Period falls short of the Gross Income during the equivalent period immediately before the forfeiture suspension or withdrawal of the licence;
- 2 any reasonable additional expenses incurred in maintaining the Gross Income during the Indemnity Period but not more than the loss avoided under 1 above; less any amount saved during the Indemnity Period in respect of reduced expenses due to the event.

In adjusting the amount paid all variations or special circumstances affecting the Business will be taken into account in order that the amount paid will represent as nearly as practicable the results which would have been expected if forfeiture, suspension or withdrawal of the licence had not occurred.

If the event occurs in the first trading year the payment under 1 above will be based on the trading figures immediately before the forfeiture, suspension or withdrawal of the licence.

- 3 the reduction in value of the Premises if You are unable to obtain a licence for a period of twelve months from the date of forfeiture, suspension or withdrawal of the licence and You sell the Premises;

- 4 all costs and expenses incurred by You with Our written consent; and
- 5 auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section.

## Exclusions

This Section does not cover any loss if:

- 1 You are entitled to obtain payment of compensation under any legislation or Bye-law in respect of refusal to renew the licence;
- 2 alterations to the Premises requiring the consent of the licensing or other authority will be made without that consent;
- 3 the Premises are closed for any period not required by law;
- 4 the Premises are not maintained in a good state of sanitary condition or repair;
- 5 the direction or requirement of the licensing or other authority is not complied with;
- 6 the forfeiture or refusal to renew the licence occurs wholly or partly by or through Your misconduct, procurement, connivance, neglect or omission or by any omission by You to take any step necessary to keep the licence in force;
- 7
  - a prior or subsequent to the refusal to renew or forfeiture of the licence the Premises are required for any public purpose;
  - b surrender or refusal to renew or forfeiture arises under or results directly or indirectly from any scheme of town or country planning improvement or redevelopment;
  - c surrender reduction or redistribution of licences; or
  - d arising from any alteration of the law affecting the grant surrender refusal to renew or forfeiture of licences.

Exclusions 2 to 6 inclusive will not apply where You or any other claimant under this Section prove to Our reasonable satisfaction that the matter was completely beyond Your or their power or control.

## Conditions

### 1 Limit of Liability

The maximum amount payable during any Period of Insurance is the Sum Insured stated in the Schedule plus auditors or accountants charges.

### 2 Value Added Tax

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

### 3 Alternative Trading

If during the Indemnity Period food drink or accommodation will be supplied or services rendered elsewhere than at the Premises for the benefit of the Business either by You or by others on Your behalf the money paid or payable in respect of such food drink accommodation or services will be brought into account in arriving at the reduction in Gross Income during the Indemnity Period.

### 4 Change in Circumstances

You will on becoming aware of any:

- a complaint against the Business;
- b proceedings against or conviction of the licence holder, manager, tenant or occupier of the Premises for any breach of the licensing law or any other matter whatsoever where the character or reputation of the person concerned is affected or called into question with respect to their honesty, moral standing or sobriety;
- c change in the tenancy or management of the Premises;
- d transfer or proposed transfer of the licence;
- e alteration in the purpose for which the Premises are used; or
- f objection to renewal or other circumstances which may endanger the licence or its renewal

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

### 5 Transfer of Licence

In the event of Your death bankruptcy or incapacity or desertion of the Premises or conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect to their honesty, moral standing or sobriety) of the tenant, manager, occupier or licence holder You will where practicable and at Our request procure a suitable person to replace them and one to whom the justices will transfer the licence or grant the licence by way of renewal.

### 6 Forfeiture or Refused Renewal

In the event of the licence being forfeited or refused renewal You will:

- a give notice in writing to Us within 48 hours of receiving knowledge of such event stating the grounds upon which the licence was forfeited or refused renewal;
- b give all such assistance as We may require for the purpose of an appeal against such forfeiture or refusal to renew and allow Us and Our solicitors full discretion in the conduct of such proceedings;
- c apply if practicable and if required by Us for the grant of such new licence for the same or alternative premises as may enable You to continue the Business in a similar or alternative form; and
- d provide a statement of Your loss if any together with such documents, statements and accounts as may be reasonably required by Us to verify the same and also if required by Us make a statutory declaration as to the truth, accuracy and comprehensiveness thereof and give Us free access to the Premises and the books and accounts thereof as may be necessary for ascertaining the value of the property and the goodwill of the Business.

# Section 11: Personal Accident

## Definitions

### Permanent Total Disablement

A disablement which permanently and continuously disables the Person Insured totally and absolutely from attending to their usual occupation, not being disablement following Loss of Limbs or Loss of Sight.

### Temporary Total Disablement

A disablement which prevents the Person Insured from continuously attending to their usual occupation.

### Medical Expenses

The cost of medical, surgical or other remedial attention, treatment or appliances, given or prescribed by a qualified member of the medical profession and all hospital nursing home and ambulance charges.

### Person Insured

You or Your partners or Your directors or employees aged not less than 16 years nor more than 75 years when named in the Schedule.

### Accident

Accidental bodily injury caused solely by violent accidental external and visible means.

### Cover

In the event of any Accident happening to any Person Insured during the Period of Insurance which within 24 months of such Accident is the sole cause of any of the Contingencies, We will pay under this Section the benefit stated in the Schedule (unless otherwise stated in this Section), to the Person Insured or their legal representative.

## Contingencies

- 1 Death (which will not be presumed by disappearance of the Person Insured);
- 2 Permanent Disablement being:
  - a Total loss by permanent loss of all sight in one or both eyes;
  - b Total loss by physical severance or total and permanent loss of use of one or both hands or feet; or
  - c Total Permanent Disablement;
- 3 Temporary Total Disablement;
- 4 Incurred Medical Expenses.

## Conditions

The following Conditions apply to this section:

### 1 Limit of Liability

Compensation for Contingency 3 will:

- a not exceed normal weekly net earnings;
- b be payable for a period not exceeding 104 weeks from the beginning of the second week after the commencement of the Contingency; and
- c be payable when the total amount has been agreed or at Your request at intervals of not less than four weeks (but not in advance) commencing eight weeks after receipt by Us of Your written notice of the Accident.

Compensation will not be payable for more than one of the Contingencies described under 1 or 2 above and when payable for one of those Contingencies will not be payable for Contingency 3 caused by the same Accident nor for any of the Contingencies caused by any subsequent Accident.

- d Benefit under Contingency 4 Medical Expenses will be reimbursed up to a sum of £1,000 any one claim

- 2 In the event of death of a Person Insured, We will be entitled to have a post mortem examination at Our expense.
- 3 In the event of disablement of a Person Insured, the Person Insured must immediately place himself under the care of a qualified medical practitioner and, as often as may be required, submit to medical examination at Our expense.
- 4 All certificates, information and evidence, required by Us, will be furnished at Your expense, under this section and will be in such form and of such nature as We prescribe.
- 5 Change in Circumstances

You will give immediate written notice to Us of any change in the business or in the business or duties or habits or pursuits of any Person Insured and pay any additional premium that may be required by Us and before each renewal of this Section will give written notice to Us of any injury or disease with which any Person Insured has been or is affected and of which You have become aware.

We will not be bound to notice or be affected by any notice of trust, charge or alienation relating to this Section and Your receipt or that of Your legal personal representatives will in all cases effectually discharge Us.



## Exclusions

We will not be liable under this Section in respect of an Accident or Contingency:

- 1 consequent upon the Person Insured being in or on or entering into or descending from any aircraft other than a fully licensed passenger carrying aircraft in which the Person Insured is travelling as a passenger other than as a member of the crew and not for the purpose of undertaking any trade or technical or sporting activity therein or thereon.

For the purposes of this Exclusion the term "aircraft" means any vessel craft or thing made or intended to float in or travel through the air other than a hovercraft;

- 2 consequent upon the Person Insured engaging in:
  - a winter sports, mountaineering requiring the use of guides or ropes, sub-aquatic or subterranean pursuits, aeronautic sports; or
  - b riding or driving in or practising for any race, polo playing, steeplechasing, hunting, showjumping, motor cycling (the term "motor cycling" includes motor scooters but not motor-assisted pedal cycles), pillion riding of any kind;
- 3 consequent upon the Person Insured suffering from illness or disease not resulting from bodily injury or suffering from bodily injury;
- 4 contributed to or accelerated by the influence of intoxicating liquor or drugs taken by the Person Insured (other than for drugs taken under medical supervision unless for the treatment of drug or alcohol addiction) or insanity (whether temporary or otherwise) or any sexually transmitted or communicable disease;
- 5 arising from or attributable to intentional self-injury, suicide or attempted suicide, provoked assault, fighting (except in bona fide self-defence), or wilful exposure to needless peril (except in an attempt to save human life);
- 6 attributable to or accelerated by any Person Insured suffering from any pre-existing physical or mental condition; or
- 7 Person Insured failing to obtain and follow proper medical or surgical advice as soon as practicable.

# Section 12: Commercial Legal Expenses

## Definitions

The definitions which apply to this Section are in addition to the General Definitions.

### Appointed Representative

The Preferred Law Firm, law firm, tax consultancy, accountant or other suitably qualified person DAS appoint to act on the Insured Person's behalf.

### Costs and Expenses

- a All reasonable, proportionate and necessary costs chargeable by the Appointed Representative and agreed by DAS in accordance with the DAS Standard Terms of Appointment; and
- b The costs incurred by opponents in civil cases if the Insured Person has been ordered to pay them, or the Insured Person pays them with the agreement of DAS.

### Countries Covered

- a For insured incidents Legal defence (excluding 5 Statutory notice appeals), and Personal injury:  
The United Kingdom, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, North Macedonia, Norway, San Marino, Serbia, Switzerland and Turkey.
- b For all other insured incidents:  
The United Kingdom, the Isle of Man and the Channel Islands.

### DAS

DAS Legal Expenses Insurance Company Limited.

### DAS Standard Terms of Appointment

The terms and conditions (including the amount We will pay to an Appointed Representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting on Your behalf the amount is currently £100 per hour. This amount may vary from time to time.

### Date of Occurrence

- a For civil cases (other than as specified under c to e below), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. This is the date the event happened, which may be before the date You or an Insured Person first became aware of it.

- b For criminal cases, the date the Insured Person began, or is alleged to have begun, to break the law.
- c For Insured Incident C. Statutory Licence Appeal, the date when You first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel Your licence, mandatory registration or British Standard Certificate of Registration.
- d For Insured Incident I. Tax Protection, the date when HM Revenue & Customs, or the relevant authority, first notifies You of its intention to carry out an enquiry. For VAT or Employer Compliance Disputes, the date the dispute arises during the Period of Insurance following the issue of an assessment, written decision or notice of a civil penalty.
- e For Insured Incident B. Legal Defence 5. Statutory Notice Appeals, the date when the Insured Person is issued with the relevant notice and has the right to appeal.

### Employer Compliance Dispute

A dispute with HM Revenue & Customs concerning Your compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

### Insured Incident

As set out in sub-sections A to I under the heading "Insured Incidents" of this Section 12 (Commercial Legal Expenses).

### Insured Person

- a You and Your directors, partners, managers, employees and any other individuals declared to Us by You.
- b A person contracted to work for You, who works for You on the same basis as Your employees, and performs that work under Your supervision and direction.

### Preferred Law Firm

A law firm, barrister or tax expert DAS choose to provide legal or other services to You. These specialists are chosen as they have the proven expertise to deal with the Insured Person's claim and must comply with the DAS agreed service standard levels, which DAS audit regularly. They are appointed according to the DAS Standard Terms of Appointment.

### Reasonable Prospects

- a For civil cases, the prospects that the Insured Person will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that DAS have agreed to, including an enforcement of judgment) make a successful appeal or defence of an appeal, must be at least 51%. A Preferred Law Firm or tax consultancy on DAS' behalf, will assess whether there are Reasonable Prospects.

- b For criminal cases there is no requirement for there to be prospects of a successful outcome.
- c For civil and criminal appeals the prospects of a successful outcome must be at least 51%.

### Tax Enquiry

A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

- i includes a request to examine any aspect of Your books and records; or.
- iii advises of a check on Your whole tax return.

### Value Added Tax (VAT) Dispute

A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty, relating to Your VAT affairs.

## Making a Claim

### Important information

Please do not ask for help from a lawyer, accountant or anyone else before DAS have agreed that the Insured Person does so. If they do, We will not pay the costs involved even if DAS accept the claim.

### Reporting the claim

Please refer to the Helpline Services section in this Policy booklet for the legal advice services which are available.

If the issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this Section of the Policy:

- Call DAS on **0345 878 5033**, available 24 hours a day, 7 days a week.
- Have the policy number ready (this is as shown on the Schedule) for when DAS ask for details about the claim.

### DAS will assess the claim

- To check the claim is covered by the policy.
- If it is covered, it will be sent to a lawyer who specialises in that type of claim.

### The lawyer will

- assess the case and tell the Insured Person how likely it is that the claim will succeed.

### If the Insured Person is more likely than not to win, the lawyer will

- Manage the case from start to finish

Please note this is an overview of the claims process for guidance purposes only. DAS' claims handlers can answer any questions the Insured Person may have when they receive the claim, alternatively the Insured Person can visit [www.das.co.uk/legal-protection/how-to-claim](http://www.das.co.uk/legal-protection/how-to-claim)

## Terms of the Agreement

Claims under this Section are administered and managed by DAS on Our behalf.

We agree to provide the insurance described in this Section for You (or where specified, the Insured Person) in respect of any Insured Incident arising in connection with the Business shown in the Schedule, subject to the terms, conditions, exclusions and limitations set out in this Section of the Policy.

Provided that:

- 1 Reasonable Prospects exist for the duration of the claim;
- 2 the Date of Occurrence of the Insured Incident is during the Period of Insurance; or
- 3 during the currency of a previous equivalent legal expenses insurance, provided that:
  - i the previous legal expenses insurance policy required You to report claims during its currency;
  - ii You could not have notified a claim previously as You could not have reasonably been aware of the insured incident;
  - iii cover has been continuously maintained in force;
  - iv any claim that should have been covered under a previously operative legal expenses insurance policy will not be covered by DAS, and
  - v the available limit of indemnity will be limited to the lesser of the sums payable under this or Your previous policy;
- 4 any legal proceedings will be dealt with by a court, or other body which DAS agrees to, within the Countries Covered, and
- 5 the Insured Incident happens within the Countries Covered.

### What We will pay

We will pay an Appointed Representative, on Your behalf, Costs and Expenses incurred following an Insured Incident, and any compensation awards that DAS have agreed to, provided that:

- 1 the most We will pay for all claims resulting from one or more event arising at the same time or from the same originating cause, for Costs and Expenses and compensation awards, is £250,000;

- 2 the most We will pay for the total of all compensation awards under Insured Incident A Employment Disputes and Compensation Awards 2 Compensation awards in any one Period of Insurance shall not exceed £1,000,000;
- 3 the most We will pay in Costs and Expenses is no more than the amount DAS would have paid to a Preferred Law Firm or tax consultancy. The amount We will pay a law firm (where acting on Your behalf) is currently £100 per hour. This amount may vary from time to time;
- 4 in respect of an appeal or the defence of an appeal, You must tell DAS as soon as possible and within the statutory time limits allowed, that You want to appeal. Before We pay the Costs and Expenses for appeals, DAS must agree that Reasonable Prospects exist;
- 5 for an enforcement of judgment to recover money and interest due to you after a successful claim under this Section, DAS must agree that Reasonable Prospects exist;
- 6 where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most We will pay in Costs and Expenses is the value of the likely award; and
- 7 in respect of Insured Incident B Legal Defence 6. Jury Service and Court Attendance the maximum We will pay is the Insured Person's net salary or wages for the time that the Insured Person is attending court or tribunal, less any amount You, the court or tribunal pays.

#### What We will not pay

- 1 In the event of a claim, if You decide not to use the services of a Preferred Law Firm or tax consultancy, You will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by Us.
- 2 If the Insured is registered for VAT, We will not pay the VAT element of any Costs and Expenses.
- 3 We will not be responsible for the first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT). If You are using a Preferred Law Firm, You will be asked to pay this within 21 days of Your claim having been assessed as having Reasonable Prospects. If You are using Your own law firm, this will be within 21 days of their appointment (following confirmation that Your claim has Reasonable Prospects). If You do not pay this amount the cover for Your claim could be withdrawn.

## Insured Incidents

### A Employment Disputes and Compensation Awards

#### 1 Employment Disputes

We will pay Costs and Expenses to defend Your legal rights:

- a before the issue of legal proceedings in a court or tribunal:
  - i following the dismissal of an employee; or
  - ii where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or
- b in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- c in legal proceedings in respect of any dispute relating to:
  - i a contract of employment with You; or
  - ii an alleged breach of the statutory rights of an employee, ex-employee or prospective employee under employment legislation.

#### Exclusions

We will not pay any claim relating to the following:

- 1 unless equivalent legal expenses insurance was continuously in force before:
  - a any dispute where the originating cause of action arises within the first 90 days of the commencement of cover under this Section;
  - b any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of this Section of the Policy; if the Date of Occurrence was within the first 180 days of the inception of cover under this Section of the Policy and the dispute relates directly to the same matter(s) which gave rise to that warning; or
  - c any notice of redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the inception of cover under this Section of the Policy;
- 2 employee internal disciplinary or grievance procedures;
- 3 damages for personal injury;

- 4 Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations; or
- 5 pursuing Your legal rights.

## 2 Compensation Awards

We will pay:

- a any basic and compensatory award; and/or
- b an order for compensation following a breach of Your statutory duties under employment legislation.

in respect of a claim DAS have accepted under insured incident A1 Employment Disputes.

Provided that:

- a in cases relating to performance and/ or conduct, You have throughout the employment dispute either:
  - i followed the ACAS Code of Disciplinary and Grievance Procedures; or
  - ii followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - iii sought and followed advice from the DAS legal advice service (telephone **0345 878 5024**);
- b for an order of compensation following Your breach of statutory duty under employment legislation You have at all times sought and followed advice from the DAS legal advice service since the date when You should have known about the employment dispute (telephone **0345 878 5024**); and
- c for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, You have sought and followed advice from DAS before starting any redundancy process or procedure with Your employees (telephone **0345 878 5024**); and
- d the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by DAS.

The total amount payable by Us for all compensation awards and sums of money in settlement of a dispute, shall not exceed £1,000,000 in the aggregate and in any one Period of Insurance.

## Exclusions

We will not pay any claim relating to the following:

- 1 Any compensation award relating to the following:
  - a trade union activities, trade union membership or non-membership;
  - b pregnancy or maternity rights, paternity, parental or adoption rights;
  - c health and safety related dismissals brought under section 44 of the Employment Rights Act 1996; or
  - d statutory rights in relation to trustees of occupational pension schemes.
- 2 Non-payment of money due under a contract.
- 3 Any award ordered because You have failed to provide relevant records to Employees under National Minimum Wage legislation.
- 4 A compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.
- 5 A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

## 3 Employee Civil Legal Defence

We will pay Costs and Expenses to defend the Insured Person's (other than Your) legal rights:

- a if an event arising from their work as an Employee leads to civil action being taken against them under legislation for unlawful discrimination; or
- b if civil action is being taken against them as trustee of a pension fund set up for the benefit of Your employees.

We will only provide cover for an Insured Person (other than You) at Your request.

## 4 Service Occupancy

We will pay Costs and Expenses to recover possession of premises owned by You, or for which You are responsible from Your employee or ex-employee.

## Exclusion

We will not pay any claim relating to defending Your legal rights other than defending a counter-claim that is an Insured Incident under this Section of the Policy.

## B Legal Defence

Provided that for each of the following sections 1 to 6 of Insured Incident B Legal Defence cover You request Us to provide cover for the Insured Person, We will pay Costs and Expenses to defend the Insured Person's legal rights for:

### 1 Criminal Pre-proceedings Cover

Prior to the issue of legal proceedings, when dealing with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the Insured Person has or may have committed a criminal offence;

Provided that for claims relating to the Health and Safety at Work etc. Act 1974, the Countries Covered shall be any place where the Act applies.

Please note that We will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the Business. Please see Terms of the Agreement wording of this Section.

#### Exclusions

We will not pay any claim relating to the following:

- 1 any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs; or
- 2 investigations due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

### 2 Criminal Prosecution Defence

Following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction.

Provided that:

- a for claims relating to the Health and Safety at Work etc Act 1974, the Countries Covered will be any place where the Act applies; and
- b We will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the Business. Please see Terms of the Agreement wording of this Section.

#### Exclusion

We will not pay any claim relating to the prosecution due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

### 3 Data Protection

If civil action is taken against the Insured Person for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:

- a an individual. We will also pay any compensation award in respect of such a claim; or
- b a data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. We will not pay any compensation award in respect of such a claim.

Provided that in respect of a above, any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by DAS.

Please note that We will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see General Exclusion 3 Court awards and fines under this Section.

#### Exclusions

We will not pay any claim relating to:

- 1 the loss, alteration, corruption or distortion of, or damage to stored personal data; or
- 2 a reduction in the functionality, availability, or operation of stored personal data, resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.

### 4 Wrongful Arrest

If civil action is taken against the Insured Person for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.

### 5 Statutory Notice Appeals

In an appeal against the imposition or terms of any statutory notice issued under legislation affecting Your Business.

### Exclusions

We will not pay any claim relating to the following:

- 1 an appeal against the imposition or terms of any statutory notice issued in connection with Your licence, mandatory registration or British Standard Certificate of Registration.
- 2 a statutory notice issued by an Insured Person's regulatory or governing body.

### 6 Jury Service and Court Attendance

In the event of an Insured Person's absence from work:

- a to perform jury service; or
- b to attend any court, tribunal or at the request of the Appointed Representative.

The maximum We will pay is the Insured Person's net salary or wages for the time that they are absent from work less any amount You, the court or tribunal, have paid them.

### Exclusion

We will not pay any claim if You or the Insured Person are unable to prove the loss.

### C Statutory Licence Appeal

We will pay Costs and Expenses for:

an appeal to the relevant statutory or regulatory authority, court or tribunal, following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel Your licence, mandatory registration or British Standard Certificate of Registration.

### Exclusions

We will not pay any claim relating to the following:

- 1 the original application or renewal application, of a statutory licence, mandatory registration or British Standard Certificate of Registration; or
- 2 the ownership, driving or use of a motor vehicle.

### D Contract Disputes

We will pay Costs and Expenses in a contractual dispute arising from an agreement, or an alleged agreement which has been entered into by You or on Your behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

- a the amount in dispute exceeds £500 (including VAT);

- b if the amount in dispute exceeds £5,000 (including VAT), You must pay the first £500 of any claim. If You are using a Preferred Law Firm, You will be asked to pay this within 21 days of Your claim having been assessed as having Reasonable Prospects. If You are using Your own law firm, this will be within 21 days of their appointment (following confirmation your claim has Reasonable Prospects). If You do not pay this amount the cover for Your claim could be withdrawn;
- c if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500 (including VAT); and
- d if the dispute relates to money owed to You, a claim under this Section is made within 90 days of the money becoming due and payable.

### Exclusions

We will not pay any claim relating to the following:

- 1 a dispute arising from an agreement entered into prior to inception of cover under this Section if the Date of Occurrence is within the first 90 days of inception of cover under this Section unless equivalent legal expenses insurance was continuously in force immediately prior to inception of the cover provided by this Section;
- 2
  - a a dispute relating to an insurance policy, other than when Your insurer refuses Your claim;
  - b the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, We will cover a dispute with a professional adviser in connection with these matters;
  - c a loan, mortgage, pension, guarantee or any other financial product. However, We will cover a dispute with a professional adviser in connection with these matters;
  - d a motor vehicle owned by, or hired or leased to You other than agreements relating to the sale of motor vehicles where You are engaged in the business of selling motor vehicles;
- 3 a dispute with an Employee or ex-Employee which arises out of, or relates to, a contract of employment with You (Please refer to Insured Incident A Employment disputes and compensation awards);
- 4 a dispute which arises out of the:
  - a sale or provision of computer hardware, software, systems or services; or
  - b purchase or hire of computer hardware, software, systems or services tailored by a supplier to Your own specification.

- 5 a dispute arising from a breach or alleged breach of professional duty by an Insured Person; or
- 6 the recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.

### E Tenancy Disputes

We will pay Costs and Expenses in a civil action relating to a tenancy dispute between You and Your landlord under the terms of the lease or tenancy agreement applying to the Premises.

#### Exclusions

We will not pay any claim arising from or relating to:

- 1 the negotiation, review or renewal of the lease or tenancy agreement; or
- 2 a dispute arising from or relating to rent or service charges.

### F Debt Recovery

We will pay Costs and Expenses in a dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that:

- a the debt exceeds £500 (including VAT);
- b a claim for debt recovery is made within 90 days of the money becoming due and payable; and
- c DAS have the right to select the method of enforcement, or to forego enforcing judgement if DAS are not satisfied that there are, or will be, sufficient assets available to satisfy judgement.

#### Exclusions

We will not pay any claim relating to the following:

- 1 a dispute arising from an agreement entered into prior to inception of cover under this Section if the Date of Occurrence is within the first 90 days of inception of cover under this Section, unless equivalent legal expenses insurance was continuously in force immediately prior to inception of the cover provided by this Section;
- 2
  - a the settlement payable under an insurance policy;
  - b the sale, purchase, terms of a lease, licence, or tenancy of land or buildings;
  - c a loan, mortgage, pension, guarantee or any other financial product. However, We will cover a dispute with a professional adviser in connection with these matters, or

- d a motor vehicle owned by, or hired or leased to, You other than agreements relating to the sale of motor vehicles where You are engaged in the business of selling motor vehicles;

- 3 a dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services;
- 4 the recovery of money and interest due from another party where the other party indicates that a defence exists; or
- 5 any dispute which arises from debts You have purchased from a third party.

### G Property Protection

We will pay Costs and Expenses in a civil dispute relating to physical property which is owned by You, or is Your responsibility following:

- 1 any event which causes or could cause physical damage to such physical property; or
- 2 a legal nuisance (meaning any unlawful interference with Your use or enjoyment of Your land, or some right over, or in connection with it); or
- 3 a trespass.

Please note that You must have, or there must be Reasonable Prospects of establishing You have, the legal ownership or right to the physical property that is the subject of the dispute.

#### Exclusions

We will not pay any claim relating to the following:

- 1 a contract You have entered into (please refer to insured incident D Contract Disputes);
- 2 physical property which is in transit or which is lent or hired out;
- 3 goods at premises other than those occupied by You unless the goods are at the premises for the purpose of installations or use in work to be carried out by You;
- 4 mining subsidence;
- 5 defending Your legal rights but We will cover defending a counter-claim that is an Insured Incident under this policy;
- 6 a motor vehicle owned or used by, or hired or leased to an Insured Person (other than damage to motor vehicles where You are in the business of selling motor vehicles); or
- 7 the enforcement of a covenant by or against You.



## H Personal Injury

At Your request, We will pay Costs and Expenses for an Insured Person's and their family members' legal rights following a specific or sudden accident that causes them bodily injury or results in their death.

### Exclusions

We will not pay a claim relating to the following:

- 1 any illness or bodily injury that happens gradually;
- 2 psychological injury or mental illness, unless the condition follows a specific or sudden accident that has caused physical bodily injury;
- 3 the defence of an Insured Person's or their family members' legal rights other than in defence of a counter-claim which is an Insured Incident under this Section of the Policy; or
- 4 clinical negligence.

## I Tax Protection

We will pay Costs and Expenses for:

- 1 A Tax Enquiry.
- 2 An Employer Compliance Dispute.
- 3 A VAT Dispute.

Provided that:

You have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

Please note We will only cover tax claims which arise in direct connection with the activities of the Business. See the Terms of Agreement wording of this Section.

### Exclusions

We will not pay any claim relating to the following:

- 1 a tax avoidance scheme;
- 2 any failure to register for Value Added Tax or Pay As You Earn;
- 3 any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office;
- 4 Any claim relating to import or excise duties and import VAT; or
- 5 Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

## General Exclusions applicable to the Commercial Legal Expenses Section

We will not pay any claim under this Section in respect of:

- 1 any claim reported to DAS more than 180 days after the date the Insured Person should have known about the Insured Incident;
- 2 Costs and Expenses incurred before expressed acceptance of a claim by DAS;
- 3 fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority, other than compensation awards covered under Insured Incidents A Employment Disputes and Compensation Awards and B Legal Defence;
- 4 legal action an Insured Person takes which DAS or the Appointed Representative have not agreed to, or where the Insured Person does anything that hinders Us, DAS or the Appointed Representative;
- 5 any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements;
- 6 any wilful act or omission of an Insured Person deliberately intended to cause a claim under this Policy;
- 7 any claim relating to rights under a franchise or agency agreement, entered into by You;
- 8 any claim under this Section of the Policy for a dispute with DAS. For disagreements with DAS about the handling of a claim refer to Condition 8, under this Section;
- 9 any claim relating to a shareholding or partnership share, in the Business;
- 10 Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry;
- 11 any claim where either at the start of, or during the course of a claim:
  - a You are declared bankrupt;
  - b You have filed a bankruptcy petition;
  - c You have filed a winding-up petition;
  - d You have made an arrangement with Your creditors;
  - e You have entered into a deed of arrangement;
  - f You are in liquidation; or
  - g part or all of Your affairs or property are in the care or control of a receiver or administrator.
- 12 any claim relating to written or verbal remarks that damage the Insured Person's reputation;
- 13 any claim where an Insured Person is not represented by a law firm, barrister or tax expert.

## Conditions applicable to the Commercial Legal Expenses Section

- 1
  - a On receiving a claim, if representation is necessary, DAS will appoint a Preferred Law Firm or tax consultancy as Your Appointed Representative to deal with Your claim. They will try to settle Your claim by negotiation without having to go to court.
  - b If the appointed Preferred Law Firm or tax consultancy cannot negotiate settlement of Your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then You may choose a law firm or tax expert to act as the Appointed Representative. DAS will choose the Appointed Representative to represent You in any proceedings where We are liable to pay a compensation award.
  - c If You choose a law firm as Your own Appointed Representative who is not a Preferred Law Firm or tax consultancy, DAS will give Your choice of law firm the opportunity to act on the same terms as a Preferred Law Firm or tax consultancy. However if Your Appointed Representative refuse to act on this basis, the most We will pay is the amount DAS would have paid if Your choice of law firm had agreed to the DAS Standard Terms of Appointment. The amount We will pay a law firm (where acting on Your behalf) is currently £100 per hour. This amount may vary from time to time.
  - d The Appointed Representative must co-operate with DAS at all times and must keep DAS up to date with the progress of the claim.
- 2 An Insured Person must:
  - a co-operate fully with Us, DAS and the Appointed Representative; and
  - b give the Appointed Representative any instructions that DAS ask them to.
- 3
  - a An Insured Person must tell DAS if anyone offers to settle a claim and must not negotiate or agree to any settlement without DAS' expressed consent.
  - b If an Insured Person does not accept a reasonable offer to settle a claim, We will not pay further Costs and Expenses.
  - c DAS may decide to pay an Insured Person the reasonable value of the claim that the Insured Person is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an Insured Person must allow DAS to take over and pursue or settle a claim in their name.
- 4
  - a An Insured Person must instruct the Appointed Representative to have Costs and Expenses taxed, assessed or audited if DAS ask for this.
  - b An Insured Person must take every step to recover Costs and Expenses and court attendance and jury service expenses that We have to pay and must pay to DAS any amounts that are recovered.
- 5 If the Appointed Representative refuses to continue acting for an Insured Person with good reason or if an Insured Person dismisses the Appointed Representative without good reason, the cover We provide will end at once, unless DAS agrees to appoint another Appointed Representative.
- 6
  - a If an Insured Person settles a claim or withdraws their claim without the agreement of DAS, or does not give suitable instructions to the Appointed Representative, We can withdraw cover and will be entitled to reclaim any Costs and Expenses DAS have paid;
  - b If during the course of a claim Reasonable Prospects no longer exist the cover We provide will end at once. We will pay any Costs and Expenses and compensation awards We have agreed to, up to the date cover was withdrawn.
- 7 If there is a disagreement between an Insured Person and DAS on the merits of the claim or proceedings, or on a legal principle, DAS may suggest the Insured Person obtains at their own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by DAS and the cost expressly agreed in writing between the Insured Person and DAS. Subject to this We will pay the cost of obtaining the opinion if the expert's opinion indicates that it is more likely than not that the Insured Person will recover damages (or obtain any other legal remedy that DAS have agreed to) or make a successful defence. This does not affect the Insured Person's rights under Condition 8, under this Section.
- 8 If there is a disagreement about the handling of a claim and it is not resolved through DAS' internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, DAS will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

- 9** An Insured Person must:
- a** keep to the terms and conditions of this Section of the Policy;
  - b** take reasonable steps to avoid and prevent claims;
  - c** take reasonable steps to avoid incurring unnecessary costs;
  - d** send everything We or DAS ask for in writing; and
  - e** report to DAS full and factual details of any claim as soon as possible and give DAS any information that is needed.
- 10** Notwithstanding Claims Condition 6 under this Policy, if any claim covered under this Section is also covered by another policy, or would have been covered if this Section did not exist, We will only pay Our share of the claim even if the other insurer refuses the claim.
- 11** This Section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where Your Business is registered. Otherwise the law of England and Wales applies.
- All Acts of Parliament mentioned in this Policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.
- 12** Where there is any conflict between the General Definitions, General Conditions, Claims Conditions or General Exclusions, of this Policy, and the terms, definitions, conditions and exclusions, under this Section, the interpretation under this Section will take precedence.

## DAS BUSINESSLAW

Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) to access the free online law guide and download legal documents to help Your Business.

Developed by solicitors and tailored by You using our smart document builders you can create ready-to-sign contracts, agreements and letters in minutes. You can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

Register using the voucher code **DASBNIG100** to gain access to a range of free documents.

## How to make a complaint

DAS will always aim to give the Insured Person a high quality service. If the Insured Person thinks DAS have let them down, they can contact DAS by:

- phoning **0344 893 9013**.
- emailing **customerrelations@das.co.uk**.
- writing to the **Customer Relations Department at: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back Bristol BS1 6NH**
- completing the DAS online complaint form at **[www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)**.

Further details of the DAS internal complaint-handling procedures are available on request.

If the Insured Person is not happy with the complaint outcome or if DAS have been unable to respond to the Insured Person's complaint within 8 weeks, the Insured Person may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints. (Details available from **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**)

The Insured Person can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**.
- emailing **complaint.info@financial-ombudsman.org.uk**.
- writing to:  
The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Further information is available on their website: **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**.

Using this service does not affect the Insured Person's right to take legal action.

## Data Protection

DAS holds data in accordance with the current Data Protection Regulations and Legislation.

DAS Legal Expenses Insurance Company Limited (DAS) Group will use any personal information, including sensitive personal information as defined in the Data Protection Act 2018 for the purpose of dealing with the Insured Person's claim. It will also be used, if required, for the purpose of administering and underwriting your policy, for giving advice and assistance, and to update DAS Group records.

For full information on how DAS will process your data please visit: [www.das.co.uk/legal/privacy-statement](http://www.das.co.uk/legal/privacy-statement).

### **DAS Regulatory Information**

#### **DAS Head and Registered Office:**

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH

Registered in England and Wales, company number 103274.

Website: [www.das.co.uk](http://www.das.co.uk)

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

#### **Financial Services Compensation Scheme**

DAS are covered by the Financial Services Compensation Scheme (FSCS).

Compensation from the scheme may be claimed if DAS cannot meet their obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, [www.fscs.org.uk](http://www.fscs.org.uk)

# Section 13: Terrorism

## Definitions

The definitions which apply to this Section are in addition to the General Definitions.

### Act of Terrorism

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

### Computer Systems

A computer or other equipment or component or system or item which processes, stores, transmits or receives Data.

### Covered Loss

All losses:

- a arising under any of the Heads of Cover (other than Non-Damage Business Interruption Head of Cover) as a result of damage to or the destruction of Property insured in the Territory, the proximate cause of which is an Act of Terrorism;
- b arising under the Non-Damage Business Interruption Head of Cover.

### Data

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

### Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or Computer Systems. Denial of Service Attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

### Hacking

Unauthorised access to any Computer System whether or not Your property.

## Head of Cover

Any of the following five types of insurance cover:

- a Buildings and completed structures
- b Other property (including contents, engineering, contractors and computers)
- c Business Interruption
- d Book Debts
- e Non-Damage Business Interruption

Provided always that each Head of Cover will be deemed to be a separate Head of Cover whether the item insured is insured under this or separate policies, under separate terms of a policy or under separate sections of combined or package policies.

## Non-Damage Business Interruption

All losses arising as a result of interruption or interference with Your Business in consequence of:

- a access to, exit from or use of any Premises located within the Territory occupied by You, being impaired or prevented due to the actions of the police, competent authority or any other statutory authority, the proximate cause of which is an Act of Terrorism; or
- b an Act of Terrorism in the vicinity of, but in no event further than one mile from, any Premises within the Territory occupied by You which results in the Business having a diminished attraction to customers and solely in consequence of thereof, an identifiable reduction in Your Business, provided that the Indemnity Period in no event irrespective of what is shown in the Schedule shall exceed three months.

## Nuclear Installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed or adapted for:

- a the production or use of atomic energy;
- b the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or
- c the storage, processing or disposal of nuclear fuel or bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

### Nuclear Reactor

Any plant (including any machinery, equipment or appliance whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

### Phishing

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

### Private Individual

Any person other than a:

- a beneficiary, trustee or body of trustees where insurance is arranged in accordance with the terms of a trust;
- b person who owns or is otherwise insured in respect of Residential Property for the purpose of a business as a sole trader;
- c person who owns or is otherwise insured in respect of Residential Property of which in excess of 20% is commercially occupied.

Provided that if the property is a private dwelling house or a self-contained unit insured as part of a block of flats, is subject to a trust or executorship of a will and is occupied as a private residence by a beneficiary or a trustee of the trust in question or sole trader or by a beneficiary or an executor of the will in question or the property is located in premises owned by any such person the property insured will be deemed to be insured in the name of a Private Individual.

The definition of Private Individual will include two or more persons where insurance is arranged in their several names and/or the Insured Name on the Schedule includes the name of a bank or building society or other financial institution for the purpose of noting their interest in the property insured.

### Residential Property

Private dwelling houses and flats (including household contents and personal effects as insured).

### Territory

England and Wales and Scotland but not the territorial sea adjacent thereto as defined by the Territorial Sea Act 1987.

### Terrorism Insurance

Insurance for Acts of Terrorism under the terms of this insurance.

### Virus or Similar Mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not.

The definition of Virus or Similar Mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

### Cover

- 1 all losses under any of the Heads of Cover (other than Non-Damage Business Interruption Head of Cover) as a result of damage to or destruction of the Property insured and loss consequent on interruption to or interference with the Business, in the Territory caused by or resulting from an Act of Terrorism; and
  - 2 all losses arising under the Non-Damage Business Interruption Head of Cover within the Territory,
- as insured by this Policy.

Provided that Our liability shall not exceed in any one Period of Insurance:

- 1 in all, the total Sum Insured; or
  - 2 for any item its sum insured or any other stated limit of liability stated in the Schedule or elsewhere in the Policy,
- whichever is the less.

### Clause

**The following Clause applies to this Section:**

#### Rent Designation

For the purpose of this Section, where a Rent item is stated in the Schedule under Section 1: The Structure, We will designate this item under Section 5: Business Interruption.

## Conditions

- 1 We will not indemnify You unless and until:
  - a HM Treasury has certified that an event or events have been an Act of Terrorism; or
  - b a Tribunal constituted under the terms of Schedule 3 to a Retrocession Agreement between Pool Reinsurance Company Ltd and HM Treasury has determined that an event or events have been an Act of Terrorism.
- 2 Any conditions or terms which provide for adjustments of premium based on declarations on expiry of the Period of Insurance will not apply to Terrorism Insurance.
- 3 Any long term agreement applying to this Policy will not apply to Terrorism Insurance.

Subject otherwise to all the terms and conditions of this Policy.

## Exclusions

The insurance provided by this Section is not subject to any of the exclusions of this Policy, however We will not be liable under this Section for:

- 1 any loss whatsoever directly or indirectly caused by or contributed to by or arising from riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power;
- 2 any loss whatsoever directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from:
  - a Damage to or the destruction of any Computer System; or
  - b any alteration, modification, distortion, erasure or corruption of Data;

in each case whether or not Your property, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack.

Provided that Covered Loss (other than any loss arising under the Non-Damage Business Interruption Head of Cover) otherwise falling within this Exclusion 2 will not be treated as excluded by Exclusion 2 solely to the extent that such Covered Loss:

- i results directly (or, solely as regards **ii c** below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial

devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer Systems; and

- ii comprises;
  - a the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured by You; or
  - b the amount of business interruption loss suffered directly by You itself by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either damage to or destruction of Property insured by You or as a direct result of denial, prevention or hindrance of access to or use of the Property insured by You by reason of an Act of Terrorism causing damage to other Property within one mile of the Property insured by You to which access is affected; or
  - c the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of Property and any additional costs or charges reasonably and necessarily paid by You to avoid or diminish such loss;
- iii is not proximately caused by an Act of Terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or in part of any de jure or de facto government of any nation, country or state;
- iv The meaning of "Property" for the purposes of this Proviso will (additionally to those exclusions in the definition of "Property" below and anywhere else) exclude:
  - a any money (including "Money" as defined or otherwise in any insurance policy), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable on non-negotiable instruments, financial securities or any financial instrument of any sort whatsoever; and
  - b any Data;

- v** Notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph **ii** above indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph **i** above results directly or indirectly from any alteration, modification, distortion, erasure or corruption of Data, that will not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs **i** and **ii** above from being recoverable under this Terrorism Insurance. In no other circumstances than the previous sentence, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under this Terrorism insurance; and
- vi** For the avoidance of doubt, the burden of proof will be on You to prove or establish all matters referred to in sub-paragraphs **i** to **ii** above;
- 3** Damage or any consequential loss arising from such Damage to any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor, but this Exclusion shall not exclude loss arising from Damage to other types of property arising from an Act of Terrorism occurring at the site of a Nuclear Installation or Reactor;
- 4** Any Residential Property insured in the name of a Private Individual.



# Policy Extensions

## The following Policy Extension(s) automatically apply:

### Policy Extension 1: Engineering Breakdown

#### Definitions

##### Accident

Means:

- a** electrical or mechanical Breakdown, including rupture or bursting caused by centrifugal force;
- b** artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
- c** Explosion or Collapse of steam boilers, steam pipes, steam engines or steam turbines owned or leased by You, or operated under Your control;
- d** Damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event (not otherwise excluded) inside such boilers or equipment;
- e** Damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event (not otherwise excluded) inside such equipment;
- f** Damage caused by or due to operator error that results in the overloading of Covered Equipment.

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

##### Additional Expenses

Expenses incurred to clean up or dispose of the Covered Equipment resulting from contamination by a Hazardous Substance.

##### Biomass and Biogas Installations

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

##### Breakdown

- a** the actual breaking failure distortion or burning out of any part of the Covered Equipment whilst in ordinary use arising from defects in the Covered Equipment causing its sudden stoppage and necessitating repair or replacement before it can resume work; or
- b** fracturing of any part of the Covered Equipment by frost when such fracture renders the Covered Equipment inoperative; or

- c** the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary.
- d** Electronic Derangement

##### Collapse

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

##### Computer Equipment

- a** electronic, computer or other data processing equipment;
- b** peripherals used in conjunction with a; or
- c** software or programs licensed to You and installed on a above.

##### Covered Equipment

Equipment owned by You or for which You are responsible built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilisation of energy including but not limited to:

- a** Heating systems and hot water heaters;
- b** Air circulation, ventilation, air conditioning and non-process refrigeration systems;
- c** Electrical panels, emergency generators and electrical distribution systems;
- d** Security, alarm and sound systems;
- e** Lifts and escalators;
- f** Office equipment including telephone systems, fax machines, copiers and printers;
- g** Retail equipment, bar-code scanners, credit and debit card payment systems and cash registers;
- h** Forklift trucks at the Premises; and
- i** Domestic kitchen and food preparation equipment, laundry and cleaning equipment and audio-visual equipment.

Excluding:

- i** any structure, foundation, masonry, brickwork, cabinet, compartment or air supported structure or building;
- ii** any insulating or refractory material;
- iii** any sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system;
- iv** any water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;

- v any vehicle, mobile equipment, aircraft, floating vessel including any equipment mounted on such vehicle, mobile equipment, aircraft or floating vessel;
- vi any construction plant or equipment;
- vii any tool, die, cutting edge, crushing surface, trailing cable, non-metallic lining, driving belt, or band, or any other part requiring periodic renewal;
- viii any equipment manufactured by You for sale;
- ix Computer Equipment; and
- x any electricity generating equipment other than emergency back-up power equipment or wind turbines less than 10kw or photovoltaic equipment less than 50kw;
- xi any Biomass or Biogas Installation;
- xii any Hydroelectric Installation; or
- xiii equipment owned by Your tenants.

#### Cyber Event

- a a failure of electronic equipment to correctly recognise, process or store any data;
- b a hostile, malicious, illegal or transgressive act committed through electronic systems or, including but not limited to:
  - i a virus (a program, code, programming instruction or any set of instructions, intended to damage, interfere with or have a negative effect on computer programs, data or operations);
  - ii hacking (unauthorised access to any computer or other electronic equipment);
  - iii a denial of service attack (any actions or instructions intended to damage, interfere with or affect the availability or performance of networks, network services, network connectivity or telecommunication systems).

#### Electronic Derangement

Malfunction of the Computer Equipment or electronic circuitry controlling or operating the Covered Equipment that is not accompanied by visible damage and requires replacement of one or more insured components of the Covered Equipment in order to restore it to its normal operation.

Electronic Derangement does not include:

- i the rebooting, reloading or updating of software or firmware;
- ii the incompatibility of Covered Equipment with any software or equipment installed, introduced or networked, within the previous 30 days;

- iii the Covered Equipment being of insufficient size specification or capacity;
- iv malfunction resulting from causes excluded under Exclusion 2 below.

#### Explosion

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

#### Hazardous Substance

Any substance other than ammonia that has been declared to be hazardous to health by a governmental agency.

#### Hydroelectric Installations

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

#### Media

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

#### Production or Process Equipment

Any machine or apparatus (other than kitchen and food preparation and laundry equipment) which processes, forms, cuts, shapes, grinds or conveys raw materials, materials in process or finished product, including any equipment forming a part of the driving or controlling mechanism for such machine or apparatus.

#### Perishable Goods

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

#### Cover

The insurance by Sections 1 (if operative) and 2 is extended to include cover for direct physical damage caused to Covered Equipment resulting from an Accident, subject to the terms, conditions, limitations and exclusions of the Policy and this Extension.

## Additional Cover

The following Additional Covers also apply under this Extension. These Additional Covers do not increase the Limits or Sums insured shown in Your Schedule.

### 1 Hazardous Substances

We will cover You for Damage to Covered Equipment caused by contamination by a hazardous substance, including any Additional Expenses incurred.

Our maximum liability under this Additional Cover will not exceed £10,000 in total for all claims or series of claims arising out of any one original Accident which will include, if shown as operative, any actual loss under Section 5: Business Interruption.

### 2 Computer Equipment

We will be liable for Damage caused by or resulting from an Accident to Computer Equipment whilst at the Premises.

Our maximum liability will not exceed £250,000 in total for all claims or series of claims arising out of any one original Accident In respect of Damage to Computer Equipment, including if shown as operative, any actual loss under Section 5 Loss of Income and Loss of Book Debts in respect of Damage to Computer Equipment.

Cover is also extended to include Damage caused by or resulting from an Accident to Computer Equipment occurring whilst such Equipment is at any situation in the United Kingdom, the Channel Islands, the Isle of Man or in any member country of the EU, including whilst in transit to and from.

Our maximum liability will not exceed £5,000 in total for all claims or series of claims arising out of any one original Accident, including if shown as operative, any actual loss under Section 5: Business Interruption in respect of Damage to Computer Equipment whilst away from the Premises.

### 3 Reinstatement of Data

Unless otherwise excluded, We will be liable under this Extension for costs incurred in reinstating data lost or damaged in consequence of an Accident to Covered Equipment.

Provided that:

- a liability is limited solely to the cost of reinstating data onto Media;
- b We will not be liable for any losses discovered later than six months after the loss was initiated;

- c We will not be liable for Damage to software; and
- d We will not be liable under this Additional Cover for costs more specifically described under the Increased Costs Of Working Additional Cover

Our maximum liability in respect of this Additional Cover will not exceed £25,000 in total for all claims or series of claims arising out of any one original Accident.

### 4 Increased Costs of Working

Unless otherwise excluded, We will be liable to pay reasonable costs necessarily incurred in consequence of an Accident to Covered Equipment in minimising or preventing the resulting interruption or interference to Your computer operations.

Our maximum liability under this Additional Cover will not exceed £25,000 in the aggregate during any one Period of Insurance.

### 5 Loss of Income and Loss of Book Debts

If cover is shown as operative in Your Schedule, We will cover You for loss as described under Section 5: Business Interruption caused by an Accident to Covered Equipment.

Our maximum liability under this Additional Cover will not exceed £30,000 in the aggregate during any one Period of Insurance.

### 6 Perishable Goods

We will cover You for Damage to Perishable Goods owned by You or for which You are responsible in any refrigeration unit owned by You due to change in temperature caused by an Accident or failure of the electricity supply.

We will not cover Damage caused:

- a by the deliberate act of any electricity undertaking in terminating disconnecting restricting or withholding the supply of electricity;
- b by neglect or misuse;
- c by wear, tear, deterioration of the cabinet or other gradually operating cause; or
- d as a result of incorrect setting of thermostats or automatic controlling devices.

We will not be liable for 20% of any loss where the refrigeration unit is over 10 years old.

Our maximum liability in respect of this Additional Cover will not exceed £15,000 for frozen or chilled foods and £5,000 in respect of any other Perishable Goods for any one Accident.

## 7 Expediting Expenses

With respect to damaged Covered Equipment, We will pay for any reasonable costs necessarily incurred to make temporary repairs and expedite permanent repairs or permanent replacement.

Our maximum liability under this Additional Cover will not exceed £20,000 in total for all claims or series of claims arising out of any one original Accident.

## 8 Public Authorities/Law or Ordinance

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

- a** Your actual expenditures for the cost to demolish and clear the site of undamaged parts;
- b** Your actual expenditures for increased costs to repair rebuild or construct the building. If the building is repaired or rebuilt, it must be intended for similar use or occupancy as the current building, unless otherwise required by zoning or land use ordinance or law;
- c** loss as described under Section 5: Business Interruption caused by loss covered in **a** or **b** above.

We will not be liable for:

- i** any fine;
- ii** any liability to a third party;
- iii** any increase in loss due to a hazardous substance (other than as specifically insured under Additional Cover 1); or
- iv** increased construction costs until the building is actually repaired or replaced.

This Additional Cover is within and does not increase the Sum Insured shown in the Schedule.

## 9 Hire of Substitute Item

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

Our maximum liability under this Additional Cover will not exceed £5,000 in total for all claims or series of claims arising out of any one original Accident.

## 10 Storage Tanks and Loss Of Contents

This Additional Cover extends to include loss or damage caused by an Accident to storage tanks or water tanks (other than sprinkler system tanks) including connected pipework belonging to You or for which You are responsible at the Premises. In addition this Additional Cover covers loss of the contents of storage tanks caused by:

- a** escape of contents – leakage discharge or overflow from the storage tanks caused by or resulting from an Accident; and
- b** contamination of the contents of the storage tanks caused by or resulting from an Accident;

including cleaning costs incurred as a result of such loss.

This Additional Cover excludes:

- i** loss caused by fire howsoever the fire may have been caused;
- ii** loss resulting from corrosion erosion or wasting;
- iii** contamination of the contents resulting from:
  - a** the natural settling separation or accumulation of fluids or materials constituting the normal contents;
  - b** the deliberate use of fluids or materials in the storage for cleaning flushing or similar purposes;
- iv** loss sustained whilst storage tanks are in transit between Premises; and
- v** costs or expenses arising from pollution or contamination of property not covered by this Additional Cover.

We will not be liable, under this Additional Cover, for more than £7,500 in total for all claims or series of claims arising out of any one original Accident.

## 11 Loss Avoidance Measures

We will cover the reasonable costs necessarily incurred by You to take exceptional measures to prevent or mitigate impending Damage to Covered Equipment or Computer Equipment as a result of an Accident.

Provided that:

- a** Damage would reasonably be expected if such measures were not implemented;
- b** We are satisfied that Damage has been avoided or mitigated by means of the exceptional measures;
- c** the amount payable will be limited to the cost of Damage which would have otherwise occurred;

- d the terms conditions and exclusions of this section and the Policy apply as if Damage has occurred; and
- e if Damage had occurred it would have resulted in a claim that would have been accepted by Us under this Section of the Policy.

Our liability under this Additional Cover will not exceed the cost of damage which would have otherwise occurred subject to a maximum of £5,000 in total for all claims or series of claims arising out of any one original Accident.

## 12 Damage To Own Surrounding Property

We will be liable for Damage to property belonging to You or in Your custody and control and for which You are responsible directly resulting from Explosion or Collapse of any steam boiler, steam generator, economiser, superheater, steam pipework or steam vessel. For the purposes of this Additional Cover, Accident will not include any losses under Section 5: Business Interruption resulting from Damage to Own Surrounding Property.

We will not be liable, under this Additional Cover, for more than £1,000,000 in total for all claims or series of claims arising out of any one original cause.

## Additional Conditions

### 1 Precautions

You will exercise due diligence in:

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

### 2 Back Up Records

You must back up original data at least every 7 days.

You must take precautions to make sure that all data is stored safely.

If You fail to keep to this condition, We may still pay a claim if You can show that formal procedures are in place to keep to this Condition and that the failure was an accidental oversight or as a result of circumstances beyond Your control.

### 3 General Conditions, Claims Conditions or General Conditions

Where there is any conflict between the General Definitions, General Conditions, Claims Conditions or General Exclusions, of this Policy, and the terms, definitions, conditions, clauses and exclusions, under this Extension, the interpretation under this Extension will take precedence.

## Exclusions

The following Exclusions apply in respect of this Policy Extension:

We will not be liable for:

- 1 damage caused by or resulting from:
  - a a hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel;
  - b an insulation breakdown test of any type of electrical equipment; or
  - c depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions, unless such Damage results from an Accident;
- 2 loss or damage of any kind caused by a Cyber Event;
- 3 damage to data or Media caused by or resulting from:
  - a programming error or programming limitation;
  - b loss of data other than for the reinstatement of data lost or damaged, as provided for under Additional Cover 3 Reinstatement of Data;
  - c loss of access;
  - d loss of use; or
  - e loss of functionality;
- 4 damage recoverable under maintenance agreement or any warranty or guarantee or which would be recoverable but for breach of Your obligations under the agreement; or
- 5 any costs incurred due to a delay in resuming operations resulting from the need to reconstruct or re-input data or programs on Media, where You have not fully complied with Additional Condition 2 Back Up Records.

## Excess

This Section does not cover and We will not be liable for the amount of the first £200 of each and every claim.

All claims or series of claims, arising out of any one original cause, will be treated as one claim.

# Endorsement

This Endorsement is operative only if the letter set against it appears in the in the Schedule

## Endorsement A: Intruder Alarm Condition

### Definitions

**Intruder Alarm System:** The component parts including the means of communication used to transmit signals.

**Alarmed Premises:** The Premises or those portions of the Premises protected by the Intruder Alarm System.

**Responsible Person:** You or any person authorised by You to be responsible for the security of the Premises.

**Keyholder:** You or any person or keyholding company authorised by You who is available at all times to accept notification of faults or alarm signals relating to the Intruder Alarm System, attend, and allow access to the Premises.

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

- 1 The Premises are protected by an Intruder Alarm System installed as agreed with Us;
- 2 The Intruder Alarm System will be maintained in full and efficient working order under a contract to provide both corrective and preventive maintenance with the Intruder Alarm Installers or other Installers/Engineers as agreed with Us;
- 3 No alteration to or substitution of:
  - a any part of the Intruder Alarm System;
  - b the procedures agreed with Us for Police or any other response to any activation of the Intruder Alarm System; or
  - c the maintenance contract;
 be made without Our written agreement;
- 4 The Alarmed Premises will not be left without at least one Responsible Person therein without Our agreement:
  - a unless the Intruder Alarm System is set in its entirety with the means of communication used to transmit signals in full operation; or
  - b if the Police have withdrawn their response to alarm calls;
- 5 All keys to the Intruder Alarm System are removed from the Premises when they are left unattended;
- 6 You maintain secrecy of codes for the operation of the Intruder Alarm System and no details of same are left on the Premises;

- 7 You will appoint at least two keyholders and lodge written details (which must be kept up to date) with the alarm company and/or Police Authorities;
- 8 In the event of notification of any activation of the Intruder Alarm System or interruption of the means of communication during any period that the Intruder Alarm System is set a Keyholder will attend the Premises as soon as reasonably possible; and
- 9 In the event that You receive any notification:
  - a that Police attendance in response to alarm signals/call from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed;
  - b from a Local Authority or Magistrate imposing any requirement for abatement of nuisance; or
  - c that the Intruder Alarm System cannot be returned to or maintained in full working order,

You will advise Us as soon as possible and in any event not later than 10.00a.m. on the next working day and comply with any subsequent requirements stipulated by Us.

# Important Information

## Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent who arranged the Policy within 14 days of receipt. We will return any premium paid in accordance with General Condition 4 Cancellation.

## Cancellation

If you wish to terminate the contract at any other time, please contact the broker, intermediary or agent who arranged the Policy. Any return of premium will be made in accordance with General Condition 4 Cancellation.

## How to make a claim

Please contact, in the first instance, the broker, intermediary or agent who arranged the Policy. Please quote your Policy number.

## How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the Policy they will refer it to NIG.

If your complaint is still outstanding you can write to NIG direct at the following address:

Customer Relations Manager,  
NIG  
Churchill Court Westmoreland Road Bromley BR1 1DP

Email: [complaints@nig-uk.com](mailto:complaints@nig-uk.com).

Please ensure that you quote your policy number in all correspondence. Details of NIG's complaints procedures including information on what you should expect in response to your complaint can be found on NIG's website at [www.nig.com/contact-us/complaints](http://www.nig.com/contact-us/complaints).

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service  
Exchange Tower London E14 9SR

Telephone: **0800 023 4567** or **0300 123 9123**.

Their website also has a great deal of useful information: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## Details about our Regulator

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at [www.fca.org.uk](http://www.fca.org.uk), or the Financial Conduct Authority can be contacted on **0800 111 6768**. The Prudential Regulation Authority website can be visited at [www.bankofengland.co.uk/pru](http://www.bankofengland.co.uk/pru), or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

## Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk)

**Whoever you are contacting, please always quote your Policy Number as it will help your enquiry or complaint to be dealt with promptly.**



## **NIG.COM**

NIG policies are underwritten by U K Insurance Limited, Registered office: The Wharf, Neville Street, Leeds LS1 4AZ.  
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