



Office

Policy Wording

Welcome

Welcome to Bspoke Commercial

Thank You for selecting Bspoke Commercial Limited. We are confident Your trust is well placed and are determined to provide You with outstanding customer service at all times and to make insuring with us as easy and trouble-free as possible.

This policy wording outlines all the information You need to know about the cover, please read the wording in full and make sure You are happy with the cover provided and that it meets Your requirements.

About Bspoke Commercial Limited

A specialist commercial insurer, Bspoke Commercial's operating style is to develop products according to the requirements outlined by You and demanded by our brokers. We provide insurance solutions for a range of product categories including Commercial Property and Liabilities.

Our wealth of commercial expertise and industry experience enables us to maintain an innovative approach to commercial insurance and risk management. Our commercial products are designed to protect the assets and insure the liabilities of Your business, while also reducing Your businesses exposure to risk by providing effective risk management assistance.

Getting to know each other

To learn more about Bspoke Commercial Limited please visit www.bspokecommercial.co.uk

If You need to know more about Your cover or the policy wording, then contact the broker who placed the business for You.

Definitions

Certain words in the policy have special meanings. These meanings are given in the Policy Definitions Section on page 16 or defined at the beginning of the appropriate section or sub-section. To help you identify these words in the policy we have printed them in ***bold italics*** throughout.

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The Insurance Contract

This policy is a legal contract of insurance between **You** and **Us**. It is not **Our** intention that the Contracts (Rights of Third Parties) Act 1999 gives anyone else any rights under this policy or the right to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

The following are elements for the contract of insurance between **You** and **Us** based on information **You** have provided to **Us**. Please read them carefully and if **You** require any amendments please return them to **Your** broker for correction. Keep the policy safe in case **You** need to refer to it.

- **Your** policy,
- The **Schedule**,
- Endorsements.

It is important that You:

- (a) tell us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date
- (b) check that the Sections You have requested are included in the Schedule;
- (c) check that the information You have given Us is accurate;
- (d) keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy;
- (e) comply with Your duties under each Section and the insurance as a whole.

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Your insurance adviser. If You fail to tell Us it could affect the extent of cover provided under the policy.

The Agreement

In consideration of the payment of the premium, **We** will compensate **You** by payment, or at **Our** option, by reinstatement or repair in respect of **Damage**, accident, or injury occurring in connection with the **Business** during the **Period of Insurance**, subject to the terms, Conditions and Exclusions contained in or endorsed on the policy.

Signed by Authorised signatory



Nick Grazier
Managing Director
Bspoke Commercial Limited
Brookfield Court
Selby Road
Leeds
West Yorkshire
LS25 1NB

Customer Information

Applicable Data Protection Legislation

We are registered under the UK Data Protection Act 1998 and comply with the EU General Data Protection Regulation in all **Our** dealings with **Your** personal data. **Your** personal information will be kept secure. **We** undertake to ensure **Your** personal data is:

- processed lawfully, fairly and in a transparent manner;
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed;
- accurate and, where necessary, kept up to date and every reasonable step will be taken by **Us** to ensure that personal data that is inaccurate, having regard to the purposes for which it is processed, is erased or rectified without delay;
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data is processed;
- processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

As part of **Our** day-to-day communications with **You**, **We** will generally use e-mail and unless **You** advise **Us** to the contrary in writing then **You** accept this is a valid communication enforceable as written communication for legal and regulatory purposes.

Conformity

In this policy **You** will find that some items can be singular or plural, feminine or masculine. This clause is designed to correct this. Words in the singular shall include the plural and vice versa. Words importing the masculine will import the feminine. References to 'a person' will also include any individual, company, partnership, or any other legal entity. References to a statute law also includes all its amendments or replacements.

Information You have given Us

In deciding to accept this policy and in setting the terms and premium, **We** have relied on the information **You** have given **Us**.

You must take care when answering any questions **We** ask by ensuring that all information provided a fair representation.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this policy as if it never existed, decline all claims and keep all premiums paid.

We may:

- (a) treat this **Policy** as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered as long as the misrepresentation or omission was not made deliberately or recklessly,
- (b) amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** careless omission to supply the information we required to consider the insurance cover provided,
- (c) charge **You** more for **Your** policy or reduce the amount **We** pay on a claim in the same proportion the premium **You** have paid bears to the premium **We** would have charged **You**,
- (d) cancel **Your** policy in accordance with **Our** Cancellation Rights below.

We will write to **Your** insurance broker if **We**:

- (a) intend to treat **Your** policy as if it never existed, or
- (b) need to amend the terms of **Your** policy, or
- (c) require **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Your** broker as soon as practicable.

Law and Jurisdiction

You and **Us** are free to choose the court jurisdiction applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of the United Kingdom, the Isle of Man or the Channel Islands depending upon **Your** address as shown in the **Schedule** and the jurisdiction of the courts of England.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Your Duties

You shall take all reasonable care:

- (a) to prevent any occurrence which may give rise to a claim under this policy
- (b) to maintain the **Premises**, machinery and equipment and everything used in the **Business** in efficient and safe working condition
- (c) in the selection and supervision of **Employees**
- (d) to comply with all statutory and other obligations and regulations imposed by any authority,
- (e) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as circumstances may require.

Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Information about Words with Special Meanings

Average

Some items insured are subject to Average, this means that if at the time of the **Damage** the sum insured is less than the reinstatement value of the Property Insured the amount we will pay will be reduced in proportion to the amount of underinsurance.

Condition Precedent

A Condition which must be complied with before **We** are to be liable for a claim.

You may find a **Condition Precedent** applies only to a particular policy Section in which case it will be shown under that Section.

Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in **Us** automatically being discharged from any liability, then such a breach shall result in any liability **We** might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that **We** will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then **We** agree that **We** may not rely on the non-compliance to exclude, limit or discharge **Our** liability under this policy if **You** show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Complaints Procedure

How to complain

At Bspoke Commercial, **We** care about our customers and believe in building long-term relationships by providing quality products combined with a high standard of service. If **You** have cause for complaint, either in relation to **Your** policy or any aspect regarding the standard of our service, please see the contacts outlined below.

As **You** have arranged **Your** policy with Bspoke Commercial Limited through a Broker or Intermediary, **You** should firstly direct **Your** complaint to the Broker or Intermediary with whom **You** arranged **Your** policy. **Useful Complaint Contacts** are provided in the table below:

Reason for complaint	Contact	Contact Details
Sales or Service Related	Complaints Department Bspoke Commercial Limited	Brookfield Court Selby Road Leeds West Yorkshire LS25 1NB complaints@bspokecommercial.co.uk 0113 345 1768
Claims (other than Legal Expenses or Equipment Breakdown claims noted below)	Complaints Department Sedgwick International UK	Oakleigh House 14-16 Park Place Cardiff CF10 3DQ bspokecommercialclaims1@uk.sedgwick.com 0345 850 0597
Legal Expenses Claims	Arc Legal Assistance Limited	PO BOX 8921 Colchester CO4 5NE customerservice@arclegal.co.uk 01206 615000
Equipment Breakdown Cover Claims	Complaints Department HSB Engineering Insurance	Chancery Place 50 Brown Street Manchester M2 2JT claims@hsbeil.com 0330 100 3443

If **You** remain dissatisfied after Bspoke Commercial and the **Insurer** has considered **Your** complaint or **You** have not received a final decision by the time Bspoke Commercial and the **Insurer** have taken eight (8) weeks overall to consider **Your** complaint, **You** have the right to refer **Your** complaint to the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

www.financial-ombudsman.org.uk

Telephone Number: 0800 0234 567

(free for people phoning from a "fixed line", for example, a landline at home)

or

Telephone Number: 0300 1239 123

(free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02)

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

This complaint procedure does not affect **Your** right to take legal action.

Claims Procedure

How to Make a Claim

Policy Section	Contact Details
Sections A to H and J	Claims helpline 02920 320839
Section I – Commercial Legal Protection (please refer to the section wording for additional notes and conditions)	Legal Claims Notification 01384 887585 Tax Claims Notification 01384 377000
Section K – Equipment Breakdown (please refer to the section wording for additional conditions)	Claims helpline 0330 100 3432 New.loss@hsbell.com

It is a **Condition Precedent** to **Our** liability under this policy that **You** comply with the following conditions. If **You** fail to do so, **We** may not pay **Your** claim, or any payment could be reduced.

In the event of any occurrence likely to give rise to a claim under this policy **You** will report it to **Us** as soon as practicable or in any event within 5 days and provide full details of what has happened in writing within 30 days (within seven days if caused by riot or civil commotion) and

- at **Your** own expense, provide any other information required including evidence of value or age (or both) if requested,
- forward as soon as practicable any letter, claim, writ, summons or other legal document **You** receive if a claim for liability is made against **You**,
- inform the police as soon as practicable following any loss caused by malicious acts, violent disorder, riots or civil commotion, theft or attempted theft,
- do not admit liability or offer or agree to settle any claim without **Our** written permission,
- take all care and necessary measures to minimise the loss and avoid interruption or interference with the **Business** and to prevent further **Damage** or injury,
- notify **Us** immediately when **You** have knowledge of an impending prosecution, coroner's inquest or fatal accident inquiry.

How We deal with Your claim

Basis of Settlement

Some Sections of the policy contain the Basis of Settlement that will apply to that particular Section. These will tell **You** how **We** settle any claim..

Consent

No admission, offer, promise, payment or indemnity shall be made or given by **You** or anyone on **Your** behalf without **Our** written consent. **You** shall give such assistance in dealing with claims and the conduct of any legal proceedings arising from the claim as **We** or **Our** chosen legal advisers and consultants may reasonably require.

Defence of claims

We may, at **Our** discretion:

- take full responsibility for conducting, defending or settling any claim in **Your** name,
- take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this insurance,
- appoint any other person or persons to act on **Our** behalf for such purpose and any settlement agreed either before or after any payments are made.

Our Rights after a claim

Upon the happening or discovery of any **Occurrence** **We** may enter and take possession of or require **You** to deliver to **Us** the **Property Insured** which **We** will deal with in a manner without incurring liability or reducing **Our** rights. **You** shall not be entitled to abandon any property to **Us**

We will not pay for **Damage** if **You** or anyone acting on **Your** behalf does not comply with **Our** requirements or hinders or obstructs **Us**.

Fraudulent claims

If **You**, or anyone acting on **Your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect this insurance will become invalid. This means **We** will not pay the false or fraudulent claim, or any subsequent claim.

Other Insurance

Sometimes what is covered under one insurance policy may also be covered under another insurance policy. For example, the cover or maybe some of the cover that is insured under this policy could also be insured under another policy that **You** have.

For claims made under Section D - Employers Liability and Section E - Public and Products Liability **We** will only pay the excess beyond the amount payable under **Your** other insurance policy.

For claims made under all other Sections insured of this policy **We** will either at our option pay the full claim and claim half of this back from **Your** other insurance policy or pay our rateable share of the claim.

Arbitration

If **We** accept liability but **You** disagree with the amount **We** offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions. This avoids having to use the courts to settle the dispute. Going to arbitration does not affect **Your** statutory rights.

An award made by the arbitrator will be a **Condition Precedent** to a right of legal action against **Us**.

Subrogation

We shall be entitled to pursue and, if necessary, instigate legal proceedings in **Your** name for **Our** benefit any claim for indemnity or **Damage** or otherwise against a third party and shall have full discretion in the conduct of any such action and **You** shall give to **Us** all such information and assistance as **We** may reasonably require.

Cancelling Your Policy

We hope that **You** are happy with the cover this policy provides. However, **You** have the right to cancel **Your** policy during a period of 14 days after either the purchase or renewal of the contract or 14 days after the day on which **You** receive **Your** policy documentation, whichever is the later. **We** will return the premium in full if cancellation occurs within the 14 day period. If **We** pay any claim, in whole or in part, during the 14 day period then no refund of premium will be allowed.

If **You** wish to cancel **Your** policy after cooling off period **You** will need to give notice in writing (including by e-mail). **We** will cancel **Your** policy from the date upon which notice is dispatched to us. **You** are entitled to a return of premium which will be based upon the length of time remaining for the **Period of Insurance** less a deduction of a minimum premium of £100 plus the administration costs in providing this insurance. The amount is shown in the **Schedule**.

If **We** pay any claim, in whole or in part, during the current **Period of Insurance** then no refund of premium will be allowed. If a claim is made after the policy has been cancelled for an incident which occurred before the cancellation date **We** will deduct any premium owed to **Us** from the settlement of the claim.

Our Right to Cancel Your Policy

We shall not be bound to accept any renewal of this policy. If this happens **We** will ensure that **You** are notified accordingly.

If **We** do not receive the premium and Insurance Premium Tax **We** may cancel this policy by sending **You** at least 7 days written notice of cancellation to **Your** Insurance Broker (subject to the provisions of the Consumer Credit Act where applicable).

We may cancel this policy at any other time by sending 14 days' notice of cancellation, giving details of the reason for cancellation, in writing to **Your** Insurance Broker.

In the event of such a cancellation **You** shall be entitled to the return of a proportionate part of the last premium paid in respect of the unexpired **Period of Insurance**.

If **We** pay any claim, in whole or in part, during the current **Period of Insurance** then no refund of premium will be allowed. If a claim is made after the policy has been cancelled for an incident which occurred before the cancellation date **We** will deduct any premium owed to **Us** from the settlement of the claim.

If **You** pay **Your** premium by instalments see also General Policy Condition 7 – Instalment Premiums.

Employer's Liability Tracing Office Notice

Certain information relating to **Your** policy, namely:

1. The policy number(s)
2. Employers' names and addresses (including subsidiaries and any relevant changes of relevant name)
3. **Periods of Insurance**
4. (if relevant) the employers' reference numbers provided by His Majesty's Revenue and Customs and Companies House Reference Numbers

Will be provided to the Employers' Liability Tracing Office, ("ELTO") and added to the Employers' Liability Database (ELD).

It is understood by **You** that the above-named information provided to **Us** will be processed by the **Us** for the purpose of providing ELD in compliance with the provisions of the Employers' Liability Insurance Disclosure by Insurers Instrument 2010.

The ELTO may provide such information to third parties to assist individuals with claims arising out of the course of their employment in the United Kingdom for employers carrying on, or who carried on, business in the United Kingdom, to identify an insurer that provided employers liability insurance.

Who We are

Your policy is administered by Bspoke Commercial Limited and underwritten by **Accelerant Insurance Europe SA** (the **Insurer**). (Refer also to Sections I and K of this policy)

Bspoke Commercial Limited, Workwell, Brookfield Court, 1 Selby Road, Garforth, Leeds, LS25 1NB
Bspoke Commercial Limited is authorised and regulated by the Financial Conduct Authority (FCA).

Accelerant Insurance Europe SA is a company registered in Belgium (Company number 0758.632.842) with registered office at Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels

Accelerant Insurance Europe SA is an insurance company authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193). Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

Compensation Arrangements

All sections other than I – Commercial Legal Protection and K – Equipment Breakdown:

If **You** are registered in (or a resident of) the United Kingdom **You** may be entitled to compensation from the Financial Services Compensation Scheme if Accelerant Insurance Europe SA is unable to meet its obligations to you under this insurance.

If **You** are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk

Sections I – Commercial Legal Protection and K – Equipment Breakdown:

AmTrust Europe Limited, and HSB Engineering Limited are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. For compulsory insurance **You** may be entitled to compensation up to 100% of the claim. For all other types of insurance **You** may be entitled to compensation up to 90% of the claim.

You can obtain more information about Compensation Scheme arrangements from the FSCS by:

Telephone: 0800 678 1100 or 020 7741 4100

Website: <http://www.fscs.org.uk>

Conditions Precedent

The following **Conditions Precedent** should be read in conjunction with other **Conditions Precedent** which may apply to a specific Section of the policy.

1. Debit Recording

It is a **Condition Precedent** to **Our** liability under Section B3 - Book Debts - that at the end of each quarter **You** must record the total amount outstanding in **Your Customers' Accounts**. **You** must keep this information in a different building to that containing **Your** accounting and other business records.

This information may be maintained by **Your** accountant

2. Felt Roof Condition

It is a **Condition Precedent** to **Our** liability in respect of any **Damage** directly or indirectly caused by storm, that the felt roof portion of the **Buildings** is inspected by a competent roofing contractor at least once every twelve months and that any defects found are repaired immediately.

In respect of **Damage** directly or indirectly attributed to any flat roof section of the **Buildings** the **Excess** for the insured event storm is increased to £2,500.

3. Intruder Alarm System

It is a **Condition Precedent** to **Our** liability in respect of **Damage** caused by theft or attempted theft involving entry to or exit from the **Premises** by forcible and violent means that where it is a requirement that the **Premises** are protected by an **Intruder Alarm System**, whenever the **Premises** are closed for business or left unattended:

1. the **Intruder Alarm System** shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with a UKAS accredited installer.
2. no alteration or substitution of
 - (a) any part of the **Intruder Alarm System**
 - (b) the procedures agreed with **Us** for police or other response to any activation of the **Intruder Alarm System**
 - (c) the maintenance contractshall be made without **Our** written agreement.
3. at least one **Responsible Person** must remain on the **Premises**
 - (a) unless the **Intruder Alarm System** is fully set with the means of communication used to transmit signals in full operation
 - (b) if the police have withdrawn their response to alarm calls unless **We** agree otherwise.
4. all keys to the **Intruder Alarm System** are removed from the **Premises** when the **Premises** are left unattended
5. **You** and each **Keyholder**
 - (a) keep secret the codes for the operation of the **Intruder Alarm System**, and
 - (b) do not leave details of the codes on the **Premises**.
6. **You** appoint at least two **Keyholders** and notify this in writing to the police and the alarm company who are contracted to maintain the alarm. **You** must also tell them of any change of **Keyholders**.
7. when the **Intruder Alarm System** has been set, and notice given that it has been activated or the means of communication have been interrupted a **Keyholder** must attend the **Premises** as soon as possible following such notice and a **Responsible Person** must remain there until the requirements of paragraph 3 have been complied with.
This must be done unless **We** have previously agreed in writing alternative procedures.
8. if **You** receive notice
 - (a) that police response to alarm signals/calls from the **Intruder Alarm System** may be withdrawn or the level of response reduced or delayed
 - (b) from the local authority or magistrate imposing any requirements for abatement of a nuisance
 - (c) from the installing company or another company agreed by **Us** the **Intruder Alarm System** cannot be returned to, or maintained in, full working order**You** must tell **Us** as soon as possible and in any event no later than 10.00am on **Our** next working day, and comply with all alternative measures **We** require.

4. Minimum Physical Security Requirements

It is a **Condition Precedent** to **Our** liability in respect of **Damage** caused by theft or attempted theft involving entry to or exit from the **Premises** by forcible and violent means that devices for the security of the **Premises** are installed in accordance with the following **Specification** and that such devices are put into full and effective operation whenever the **Premises** are closed for **Business** or left unattended.

Specification:

1. The final exit door of the **Premises** be fitted with either
 - (a) for timber or steel framed doors: a mortice deadlock which has 5 or more levers and/or conforms to BS3621 with matching bowed striking plate, or
 - (b) for aluminium or UPVC framed doors: a cylinder operated mortice deadlock or a deadlocking multi - point system
2. All other external doors and all internal doors giving access to any part of the **Buildings** not occupied by **You** for the purpose of the **Business** be fitted with either
 - (a) any of the locking arrangements as specified in 1 (a) or (b) above in accordance with the construction of the door frame, or
 - (b) two key - operated bolts for doors one fitted approximately 30cm from the top of the door and the other 30cm from the bottom
3. All outward opening external doors and all internal doors giving access to any part of the **Buildings** not occupied by **You** for the purpose of the **Business** be fitted and secured with hinge bolts
4. All ground floor and basement opening windows/skylights and other opening windows/skylights accessible from roof decks balconies fire escapes canopies or down pipes are to be fitted with key - operated window locks. This requirement does not apply to windows/skylights which are protected by slide steel bars grilles lockable gates expanded metal or weld – mesh

Any door or window officially designated a fire exit by the fire authority is excluded from these requirements.

5. Money in Transit

It is a **Condition Precedent** to **Our** liability under Section C – Money and Malicious Attack - that **Money** in transit shall be accompanied by the undernoted:

Amount in transit	Minimum Escort
Up to £3,000	1 Employee
Between £3,001 and £5,000	2 Employees
Between £5,001 and £7,500	3 Employees
Between £7,501 and £10,000	4 Employees
Over £10,000	Over £10,000 to be carried by a professional security company.

The most **We** will pay for **Money** in transit will not exceed the amount shown in the **Schedule**.

6. Protective Measures

It is a **Condition Precedent** to **Our** liability in respect of **Damage** caused by theft or attempted theft involving entry to or exit from the **Premises** by forcible and violent means that whenever the **Premises** are

- (a) closed for business
- (b) left unattended

all security devices provided to protect the **Premises** are properly fitted and put into full operation.

7. Unoccupancy Conditions

It is a **Condition Precedent** to **Our** liability that whilst **Buildings** or part thereof insured by this policy are **Unoccupied** the following requirements are complied with:

- (a) gas, water and electricity supplies are kept disconnected and that all water apparatus is drained except as otherwise agreed by **Us** in writing (and other than those supplies required to operate fire and security protection or for other essential services)
- (b) all external doors are kept securely locked
- (c) ground floor window openings are kept securely fastened and, if specified by **Us** in writing, boarded up in accordance with **Our** requirements
- (d) the **Buildings** to be maintained and all yards and external areas immediately surrounding the **Buildings** are to be kept free of all fuel and waste materials
- (e) all letterboxes are sealed to prevent insertion of material.

You must inspect the property at least weekly to check that the foregoing conditions are observed. In the event of any breach of security of the **Buildings** or of malicious **Damage** or any evidence of unlawful entry or attempted entry to the **Buildings** **You** shall immediately:

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

You must keep a record of these inspections and make this available for inspection by **Us** immediately upon request

General Policy Conditions

The following Policy Conditions should be read in conjunction with other Conditions which may apply to a specific Section of the policy.

1. Alteration in Risk or Interest

This policy shall be avoided with effect from the date the event occurs if after the commencement of this insurance:

- (a) **You** interest ceases, except by will or operation of law
- (b) the **Business** does any of the following:
 - (i) makes a composition or arrangement with creditors
 - (ii) has a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986
 - (iii) has an application made under the Insolvency Act 1986 to the court for the appointment of an administrator
 - (iv) has a winding-up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed or has a provisional liquidator, receiver or receiver and manager duly appointed
 - (v) has an administrative receiver, as defined in the Insolvency Act 1986, appointed or having possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge unless agreed by **Us** in writing
- (c) there has been any alteration to the **Property Insured** and/or the **Premises** and/or the **Business** after the effective date of this insurance which increases the risk of loss, destruction, damage, accident or injury.

2. Designation

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

3. Discharge of Liability

We may at any time pay:

- (a) the Indemnity Limit
- or
- (a) the Sum Insured
- or
- (b) a smaller amount for which a claim can be settled after deduction of any sum already paid.

We will not be liable for any further payment except for costs and expenses incurred prior to the payment of the claim or with **Our** consent.

4. Fraud

If a claim made by **You** or anyone acting on **Your** behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, **We** may:

- (a) refuse to pay the claim,
- (b) recover from **You** any sums paid by **Us** to **You** in respect of the claim,
- (c) by notice to **You** cancel the policy with effect from the date of the fraudulent act without any return of premium.

If **We** cancel the policy under (c) above, then **We** may refuse to provide cover after the time of the fraudulent act. This will not affect any liability **We** may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than **You** and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, **We** may:

- (a) refuse to pay the claim,
- (b) recover any sums paid by **Us** in respect of the claim (from **You** or such person, depending on who received the sums or who benefited from the cover provided),
- (c) by notice to **You** and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If **We** cancel a person's cover under (c) above, then **We** may refuse to provide cover after the time of the fraudulent act. This will not affect any liability **We** may have under such cover occurring before the time of the fraudulent act.

5. Inflation Protection Clause

We will adjust the sums insured under Section A - Property Damage - in line with suitable indices of costs. **We** will not charge any extra premium during the **Period of Insurance**, but at the end of the period **We** will work out the renewal premium on the revised sums insured.

6. Instalment Premiums

- (a) Where reference is made in this policy to the payment of premium this includes **You** having agreed to pay by instalments.
- (b) If **We** have agreed to accept payment of the first premium or any subsequent premium by instalment
 1. this Policy remains a contract for the **Period of Insurance**
 2. if any instalment of premium is not received by **Us** on or before its due date all unpaid instalments of premium and any service fee shall immediately become payable. Should the full premium and service fee not be paid within 7 days of **Us** giving written notice of non-payment of an instalment, this policy shall be cancelled immediately on expiry of such notice.
- (c) Following such cancellations **We** shall return to **You** the balance of any instalment already paid after deduction of an appropriate charge for the Insurance cover to the date of cancellation except that if
 1. a claim has been made under the policy for which **We** have made a payment, or which is still under consideration
 2. an incident has occurred which is likely to give rise to a claim but is yet to be reported to **Us**no refund of premiums shall be made and the annual premium remains due in full. In such cases monthly collection must continue or a one-off payment be agreed to settle the outstanding amount. Where a one-off payment is not made to settle the outstanding amount **You** must continue with the instalment payments. Alternatively **We** may deduct any outstanding instalments from any claim payment that may be due to **You** or payable on **Your** behalf.

7. Non-Disclosure, Misrepresentation or Misdescription

(a) Before this policy was entered into

If **You** have breached **Your** duty to make a fair presentation of the risk to **Us** before this policy was entered into, then:

- (i) where the breach was deliberate or reckless, **We** may avoid this policy and refuse all claims, and keep all premiums paid;
- (ii) where the breach was neither deliberate nor reckless, and but for the breach:
 - a. **We** would not have agreed to provide cover under this policy on any terms, **We** may avoid this policy and refuse all claims, but will return any premiums paid
 - b. **We** would have agreed to provide cover under this policy but on different terms (other than premium terms), **We** may require that this policy includes such different terms with effect from its commencement, and/or
 - c. **We** would have agreed to provide cover under this policy but would have charged a higher premium, **Our** liability for any loss amount payable shall be limited to the proportion that the premium **We** charged bears to the higher premium **We** would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

(b) Before a variation was agreed

If **You** have breached **Your** duty to make a fair presentation of the risk to **Us** before any variation to this policy was agreed, then:

- (i) where the breach was deliberate or reckless, **We** may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- (ii) where the breach was neither deliberate nor reckless, and but for the breach:
 - a. **We** would not have agreed to the variation on any terms, **We** may treat this policy as though the variation was never made, but will return any additional premiums paid
 - b. **We** would have agreed to the variation but on different terms (other than premium terms), **We** may require that the variation includes such different terms with effect from the date it was made, and/or
 - c. **We** would have agreed to the variation but would have increased the premium, or would have increased it by more than **We** did, or would not have reduced it or would have reduced it by less than **We** did, **Our** liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This condition operates in addition to any provisions relating to underinsurance in this policy.

8. Notice of Buildings becoming Unoccupied/Occupied

You must give **Us** notice as soon as reasonably practicable when any **Building** or part thereof becomes **Unoccupied** or when an **Unoccupied Building** or part thereof is again occupied. If **We** accept the risk a suitable additional premium must be paid if required. **We** have the right to change the terms and conditions of the policy and **You** must action any risk improvement measures that **We** may require.

General Policy Exclusions

The following Policy Exclusions should be read in conjunction with other Exclusions which may apply to a specific Section of the policy.

1. Date Recognition

This policy does not cover **Damage** loss, destruction or **Consequential Loss** of whatsoever nature and/or liability for damages attaching to **You** or any associated costs relating thereto, directly or indirectly caused by, contributed to, consisting of or arising from the failure of any:

- (a) computer, data processing equipment or media, microchip, integrated circuit or similar device
- (b) other equipment or system for processing, storing or retrieving **Data**
- (c) computer software, whether **Your** property or not, and whether occurring before, during or after the year 2000 to
 - (i) recognise correctly any date as its true calendar date
 - (ii) capture, save, retain or correctly manipulate, interpret or process any **Data**, information, command or instruction as a result of treating any date otherwise than its true calendar date
 - (iii) capture, save, retain or correctly process any **Data** as a result of the operation of any programmed command which causes the loss of **Data** or the inability to capture, save, retain or correctly to process such **Data** on or after any date.

Provided that such indemnity shall apply in respect of subsequent **Damage** which itself results from a Defined Peril to the extent insured and which is not otherwise excluded in any Section.

For the purpose of this Exclusion Defined Peril means fire, lightning, explosion, storm, flood, earthquake, or impact by any aircraft or aerial devices, vehicle or articles dropped from them or animals.

2. Electrical Equipment

This policy does not cover any **Damage** or any **Consequential Loss** to any electrical plant or appliance caused by its own

- (a) over-running
- (b) short-circuiting
- (c) excessive pressure
- (d) self-heating.

This exclusion shall not apply where fire spreads to cause **Damage** to other plant or appliances or other **Property Insured**.

3. Electronic Risks

This policy does not cover any claim arising directly or indirectly from, or in connection with, or consisting of:

- (a) **Loss of Data**, other than arising directly or indirectly from, or in connection with, or consisting of **Loss of Data**, which claim is not otherwise excluded and which results from a **Malicious Event** involving physical force and violence or a **Specified Event** where either is insured under any of the following Sections of the policy and only to the same extent that such claim is insured under that Section
 - (i) Property Damage
 - (ii) Money and Malicious Attack
 - (iii) Business Interruption
 - (iv) All Risks (Specified Items)
- (b) any **Damage, Failure** or **Loss of Data** resulting directly or indirectly from, or in connection with **Virus or Similar Mechanism, Denial of Service Attack**, unauthorised access to or use of **Computer and Electronic Equipment**.

Other than any claim in respect of any subsequent **Damage** to property other than **Computer and Electronic Equipment** and **Data Storage Materials** which is not otherwise excluded and which results from a **Malicious Event** involving physical force and violence or a **Specified Event** where either is insured under any of the following Sections of the policy and only to the same extent that such subsequent **Damage** to property is insured under that Section

- (i) Property Damage
- (ii) Money and Malicious Attack
- (iii) Business Interruption
- (iv) All Risks (Specified Items)

Exclusions (a) and (b) do not apply to the following Sections, when insured by the policy

- (i) Terrorism
- (ii) Employers' Liability
- (iii) Public and Products Liability

4. Excluded Property

This policy does not cover any **Damage** or any **Consequential Loss** to any

- (a) vehicles licenced for road use, including their contents or accessories, caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
- (b) property or structures in course of construction or erection and materials and supplies in connection with such property in course of construction or erection
- (c) bonds, bills of exchange, deeds, promissory notes, cheques, securities, money or stamps
- (d) rare books
- (e) medals, coins, furs, gold and silver articles, precious metals, bullion, precious stones
- (f) animals, growing crops or trees
- (g) land, roads, pavements, piers, jetties, bridges, culverts or excavations
- (h) explosives
- (i) paintings prints and works of art with an individual value exceeding £500 unless specifically agreed and mentioned in this policy.

5. Northern Ireland

This policy does not cover **Damage** to any property in Northern Ireland resulting from, caused by, happening through or in consequence of

- (a) civil commotion
- (b) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **Unlawful Association**

6. Radioactive Contamination

This policy does not cover any death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from:

- (a) (i) ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- (b) the use of any weapon or device
 - (i) dispersing radioactive material and/or ionising radiation
 - or
 - (ii) using atomic or nuclear fission and/or fusion or other like reaction.
- (c) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at The Premises (other than nuclear fuel or nuclear waste) used in the course of the **Business** for the purposes for which they were intended.

However,

- (1) in relation to the Employers' Liability Section, exception (2) (a) only applies when **You** under a contract or agreement have undertaken to
 - (a) indemnify another partyor
 - (b) assume the liability of another party.
- (2) exceptions (2) (a) and (2) (b) do not apply to the following Sections, when insured by this policy
 - (a) Section L – Terrorism.

7. Sonic Bangs

This policy does not cover any **Damage** or any **Consequential Loss** occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

8. Terrorism

This policy does not cover any **Damage** to any property or any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- (a) Terrorism
- (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above except as stated in the Special Provision – Terrorism below.

In any action, suit or other proceedings where **We** allege that any consequence whatsoever resulting directly or indirectly from or in connection with 8(a) and/or 8(b) above regardless of any other contributory cause or event is not covered under this policy (or is covered up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this policy shall be upon **You**.

Special Provision - Terrorism

Subject otherwise to the terms of this policy.

Neither of the exclusions in 8(a) and 8(b) above shall apply to Section D - Employer's Liability (if stated as operative in the **Schedule**) but the **Limit of Indemnity** for the purpose of this Special Provision – Terrorism is limited to £5,000,000 including **Costs and Expenses**.

9. War and Similar Risks

The policy does not cover any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event

- (a) (i) war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
- (ii) mutiny or military uprising, martial law
- (b) nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and
- (c) any action taken in controlling, preventing, suppressing or in any way relating to (1) (a) and/or (1) (b) above.

However, exceptions (a) (b) and (c) do not apply to the following Sections, when insured by this policy

- (i) Terrorism
- (ii) Employers' Liability.

Policy Definitions

Certain words in the policy have special meanings. These meanings are given below or defined at the beginning of the appropriate section or sub-section. To help **You** identify these words in the policy **We** have printed them in **bold italics** throughout.

All Other Contents

This term includes:

1. documents, manuscripts and business books.
2. computer systems records. The most **We** will pay in respect of computer systems records is £10,000 any one loss.
3. patterns, models, moulds, plans and designs but only for
 - (a) the value of the materials
 - (b) the cost of labour and computer time spent in reproducing them.**We** will not pay for:
 - (a) expenses in connection with producing information to be recorded
 - (b) the value to **You** of any information lost.
4. **Employees'** pedal cycles and other **Personal Effects** but only if they are not otherwise insured. The most **We** will pay for any person is £1,000.
5. visitors' **Personal Effects**. The most that **We** will pay for any one visitor is £1,000.
6. wines, spirits, cigarettes and tobacco held for **Your** own private entertainment purposes. The most that **We** will pay is £500 any one loss.
7. trade samples and goods in trust held at the **Premises**. The most that **We** will pay is £1,000 any one loss.

Asbestos

Asbestos, asbestos fibres and any derivative of asbestos.

Average

Some items insured are subject to **Average**, this means that if at the time of the **Damage** the sum insured is less than the reinstatement value of the Property Insured the amount **We** will pay will be reduced in proportion to the amount of underinsurance.

Bodily injury

Bodily injury including death, illness, disease or nervous shock.

Book Debts

The total last recorded by **You** under the provisions of **Conditions Precedent** -Debit Recording adjusted for

1. bad debts
2. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Damage**) to **Customers' Accounts** in the period between the date to which the last statement relates and the date of the **Damage**
3. any abnormal condition of trade which had or could have had a material effect on the **Business**.

The figures adjusted will represent as near as possible, the figures which would have been obtained at the date of the **Damage** had the **Damage** not occurred.

Buildings

The buildings of the **Premises** shown in the **Schedule** comprising

1. the **Business** and residential accommodation and any outbuildings
2. walls, gates and fences around the buildings and belonging to them
3. landlord's fixtures and fittings

all belonging to **You** or for which **You** are legally responsible and used in connection with the **Business**.

Business

Activities directly connected with the **Business** specified in the **Schedule** and conducted solely from the **Premises**.

Business Hours

The period during which the **Premises** are occupied for **Business** purposes and during which **You** or **Your Employees** are in the **Premises**.

Compensation

Damages, including interest.

Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing **Data** and/or similar devices, whether physically or remotely connected thereto.

Condition Precedent

A Condition which must be complied with before **We** are to be liable for a claim.

Consequential Loss

Includes but is not limited to indirect and/or consequential, exemplary, incidental, punitive and special damages, wasted management time, loss of anticipated savings, business, data, goodwill, opportunity, profits and revenue; consequential and indirect loss including in each case pure economic loss.

Customers' Accounts

Your accounts for all customers who trade with **You** on a credit or hire purchase basis.

Cyber Vandal

The person or persons, whether identified or not, responsible for, or involved with, creating a **Virus or Similar Mechanism** or a **Denial of Service Attack**, unauthorised access to or use of **Computer and Electronic Equipment**.

Damage

Physical loss or destruction of, or damage to, the **Property Insured**.

Data

All information which is

1. electronically stored
2. electronically represented
3. contained on any current and back-up disks, tapes or other materials or devices used for the storage of data including but not limited to operating systems, records, programmes, software or firmware, code or series of instructions.

Data Storage Materials

Any materials or devices used for the storage or representation of **Data** including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute **Computer and Electronic Equipment**.

Denial of Service Attack

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of **Computer and Electronic Equipment** or **Data**, including but not limited to the generation of excess traffic into network addresses, the exploitation of systems or network weaknesses, and the generation of excess or non-genuine traffic within, between or amongst networks.

Employee

Any of the following people working for **You** in connection with **Your Business**

1. any person under a contract of service or apprenticeship with **You**
2. any labour master or labour only sub-contractor or person supplied or employed by them
3. any self-employed person
4. any person hired to or borrowed by **You**
5. any person engaged under a work experience, youth training or similar scheme
6. any volunteer worker.

Excess(es)

The first amount(s) of each and every claim, as shown in **Your** policy or the **Schedule**, for which **You** are responsible after all other terms and Conditions have been applied.

Extra Expenses

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Income** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**.

Failure

Any partial or complete reduction in the

1. performance
2. availability
3. functionality
4. ability to recognise or process any data or time of any
 - i. **Computer and Electronic Equipment**
 - ii. electronic means of communication
 - iii. web site.

Gross Income

The money paid or payable to **You** for goods sold and delivered and for services rendered.

Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves **Data**.

Indemnity Period

The period during which the **Business** results are affected due to the **Damage**, starting from the date of the **Damage** and lasting no longer than the **Maximum Indemnity Period**.

Insured Person

You or **Your** directors, principals or **Employees** aged between 16 and 70.

Insurer

Accelerant Insurance Europe SA (This definition does not apply to Sections I and K).

Intruder Alarm System

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

Keyholder

You or any **Responsible Person** or keyholding company authorised by **You** to:

1. accept notification of faults or alarm signals relating to the **Intruder Alarm System**
 2. attend, and allow access to the **Premises**
- at least one of whom must be available at all times.

Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of/**or Damage to Data**, of whatsoever nature, in whole or in part, including, but not limited to, **Loss of Data** resulting from **Damage to Computers and Electronic Equipment** or **Data Storage Materials**, including while stored on **Data Storage Materials**.

Loss of Limbs or Eyes

Physical Injury, which solely and directly results in:

1. loss by physical severance of the hand or foot at or above the wrist or ankle or the total and permanent loss of use of an entire hand or arm or an entire foot or leg
2. total and irrecoverable loss of all sight in one or both eyes.

Malicious Event

1. riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
2. malicious persons, other than thieves and **Cyber Vandals**.

Maximum Indemnity Period

The number of months stated in the **Schedule**.

Maximum Limit

- (a) The result of dividing the Sum Insured for Increase in Cost of Working by the number of separate **Buildings** at all of the **Premises**.

Media

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

Money

Cash, bank currency notes, cheques, giro cheques, travellers cheques, postal or money orders, banker's drafts, current postage and revenue stamps, unused units in postage stamp franking machines, national insurance stamps, stamped or franked national insurance cards, national savings stamps, national savings certificates, premium bonds, holiday-with-pay stamps, bills of exchange, credit and debit card sales' vouchers, luncheon vouchers, consumer redemption vouchers, trading stamps, gift tokens, lottery and other prize scratch cards and VAT purchase invoices all pertaining to the **Business** and belonging to **You** or which is **Your** responsibility.

Non-Negotiable Money

Crossed cheques, crossed money orders, crossed postal orders, crossed banker's drafts, stamped national insurance cards, national savings certificates, premium bonds, unexpired units in franking machines, credit card sales vouchers and VAT purchase invoices.

Office Contents

The contents of the **Buildings** (other than residential accommodation) used in connection with the **Business**, belonging to **You** or for which **You** are legally responsible, including:

1. trade fixtures and fittings and **All Other Contents**
2. the shop front and, if fixed to the **Buildings**, any external fittings or blinds
3. any telephone installation, gas or electricity meter
4. National Lottery equipment for which **You** are responsible
5. tenants improvements and decorations

but excluding:

- (a) **Stock**
- (b) **Money**
- (c) glass in the shop front
- (d) personal belongings comprising jewellery and furs
- (e) landlords' fixtures and fittings
- (f) property more specifically insured.

Period of Insurance

From the effective date until the expiry date shown in the **Schedule**.

Permanent Total Disablement

Physical Injury not resulting in death or **Loss of Limbs or Eyes**, which solely and directly results in permanent and absolute inability of the **Insured Person** to attend to any part whatsoever of their occupation or any other occupation for which they are fitted by knowledge or training.

Personal Effects

Those articles which are normally worn or carried about the person.

Physical Injury

Injury (including multiple injuries sustained in one incident) to the **Insured Person** caused solely and directly by violent, external and visible means (excluding sickness, disease or mental illness or shock) as a result of malicious attack by anyone stealing or attempting to steal the **Property Insured** or **Money**.

Pollution and/or Contamination

- (a) Pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (b) all loss, **Damage to Property** and **Bodily Injury** directly or indirectly caused by such pollution or contamination.

Premises

The **Buildings** and land inside the boundaries at the risk address shown in the **Schedule**.

Products Supplied

Anything which is

1. manufactured, sold, supplied, processed or treated
2. repaired, serviced or tested
3. installed, constructed, erected or transported

by **You** or on **Your** behalf and which is no longer owned by **You** or in **Your** custody or control or that of any **Employee**.

Property Insured

Property insured as detailed in the **Schedule**.

Remainder Limit

The **Maximum Limit** less any sum paid or payable for loss during the first three months of the **Indemnity Period**.

Remainder Period

The **Maximum Indemnity Period** less three months.

Responsible Person

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

Schedule

The document attaching to this policy that contains details of the **Insured**, the **Premises**, the Sections of cover, any **Excess(es)** and Endorsements that are operative.

Specified Disease

Any of the following diseases contracted by any person

- (a) Acute encephalitis, Acute poliomyelitis, Anthrax, Botulism, Brucellosis, Chicken pox, Cholera, Diphtheria, Dysentery, Erysipeloid, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Lyme Disease, Malaria, Measles, Meningitis, Meningococcal septicaemia, Mumps, Ophthalmia neonatorum, Paratyphoid fever, Puerperal fever, Plague, Rabies, Relapsing fevers, Rubella, Scarlet fever, Smallpox, Tetanus, Toxoplasmosis, Tuberculosis, Typhoid fever, Typhus fever, Viral hepatitis, Whooping cough, Yellow fever
- (b) Viral haemorrhagic fever caused by the following virus's Lassa virus, Junin virus, Machupo virus, Sabia virus, Guanarito virus, Ebola virus, Marburg virus, Crimean-Congo haemorrhagic fever virus, Hanta virus, Rift Valley fever virus, Yellow fever virus, Dengue virus.

Specified Event

The following insured events:

Fire; lightning, explosion, earthquake and/or subterranean fire, storm, flood; escape of water from any fixed tank, apparatus or pipe, and, impact by aircraft or other aerial devices, any vehicle or articles falling from them, or by animals.

Stock

Stock in trade belonging to **You** or held in trust or on commission by **You** for which **You** are responsible.

Temporary Total Disablement

Physical Injury which solely and directly results in total and absolute inability of the **Insured Person** to attend any part whatsoever of their occupation.

Terrorism

Any act or acts, including but not limited to

- (a) the use of force or violence and/or the threat thereof
and /or

- (b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and /or radiological means

caused or occasioned by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence or overthrow any government and/or to put the public, or any section of the public, in fear.

Unlawful Association

Any organisation which is engaged in **Terrorism** including any organisation which, at any relevant time, is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973.

Unoccupied

Any **Building** or part thereof that is not occupied, tenanted or in active use for more than 30 consecutive days.

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

We/Us/Our

Bspoke Commercial Limited on behalf of the **Insurer**. (This definition does not apply to Sections I and K).

You/Your/Yourselves/Policyholder

The person, persons, company, companies, partnership, partnerships or unincorporated association named in the **Schedule** as the Insured.

Section A - Property Damage

The Cover

We will compensate **You** in respect of **Damage** to the **Property Insured** at the **Premises** caused by the insured events in paragraphs 1 -14, and if specified in the **Schedule**, paragraphs 15 and 16.

What is covered

What is not covered

1. Fire.

Damage to that portion of any item caused by its own self ignition.

2. Lightning.

3. Earthquake or subterranean fire.

4. Explosion.

Damage caused by the bursting of

(a) a boiler

(b) other equipment

where the internal pressure is due to steam only and such apparatus belongs to **You** or is under **Your** control, unless

(a) the boiler is used only for domestic purposes

(b) fire as a result of explosion causes **Damage**.

5. (a) Theft or attempted theft.

Damage caused by theft or attempted theft not involving entry to or exit from the **Buildings** by forcible and violent means.

(b) Robbery or attempted robbery committed in the **Premises**.

Damage from any garden, yard or open space.

Provided that:

- all existing devices for securing the **Buildings** are put into full and effective operation at night
- the drawer of any cash register is left open outside of **Business Hours** or whenever the **Buildings** are left unattended.

Damage caused, or contributed to, by any of **Your Employees**, or other persons lawfully on the **Premises**.

Damage whilst the **Premises** are **Unoccupied**.

6. Riot, civil commotion, strikers, locked out workers, people taking part in labour disturbances or malicious people.

Damage caused:

(a) by theft or attempted theft

(b) through confiscation, destruction or requisition by order of the Government or any statutory authority.

Damage resulting from stoppage of work.

Damage whilst the **Premises** are **Unoccupied**.

7. Storm and Flood.

Damage:

(a) caused by frost, subsidence, ground heave or landslip

(b) to **Stock** in the basement or cellar unless placed on racks, shelves or stillages at least 15cm above floor level

(c) due to a change in the water table level

(d) to fences, gates and moveable property in the open or open sided buildings.

8. Escape of water from fixed water apparatus.

Damage to **Stock** in the basement or cellar unless placed on racks, shelves or stillages at least 15cm above floor level.

Damage to the actual tank, apparatus or pipes from which the water escaped unless caused by freezing.

Damage whilst the **Premises** are **Unoccupied**.

9. Impact by aircraft or other aerial devices, any vehicle or articles falling from them, or by animals.

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

What is covered

10. Falling radio, television aerials and dishes, fittings or masts.
11. Falling trees or branches.
12. Leakage of fuel oil from any fixed oil fired heating installation.
13. Leakage of beer from fixed tanks, pipes or apparatus.
14. Accidental breakage of fixed
 - (a) glass in windows, doors, showcases, counters and shelves
 - (b) signs, blinds and canopies
 - (c) sanitary warefor which **You** are responsible at the **Premises**.
15. Subsidence, ground heave or landslip.
(only applies if Subsidence is shown as operative in the **Schedule**)

We will also pay for:

- (a) the reasonable cost of boarding up until the broken glass is replaced
 - (b) **Damage** to frames and framework
 - (c) contents of display windows
 - (d) lettering, ornamentation and alarm foil
- up to an amount not exceeding £2,000.

Provided that **You** must give **Us** immediate notice in the event of building demolition or excavation operations being commenced on any adjoining site. In such event **We** will have the right to vary or cancel the cover provided by this policy for **Damage** caused by subsidence, ground heave or landslip.

16. **Damage** from any cause which is not excluded by the terms, conditions and limitations of the policy.
(only applies if Accidental Damage is shown as operative in the **Schedule**).

What is not covered

- Damage** arising from the erection, dismantling, repair or maintenance of such apparatus.
- Damage** to fences, gates and moveable property in the open.
- Damage** caused
 - (a) by felling lopping or pruning of trees
 - (b) to fences, gates and moveable property in the open.
- Damage** whilst the **Premises** are **Unoccupied**.
- Damage** whilst the **Premises** are **Unoccupied**.
- Breakage of cracked or scratched glass, or glass that was in any way defective at the time cover was effected.
- Damage** resulting from repairs or alterations to the **Premises**.
- Damage** whilst the **Premises** are **Unoccupied**.
- Damage**
 - (a) caused by the settlement or movement of made up ground or by coastal or riverbank erosion
 - (b) occurring whilst the **Buildings** or any part of the **Buildings** is in course of erection, demolition, structural alteration or structural repair
 - (c) caused by normal settlement or bedding down of structures within two years of completion or during the contract maintenance period whichever is the longer
 - (d) which originated before the start of this insurance.
- Damage** to
 - (a) forecourts, car parks, driveways, footpaths, swimming pools, terraces or patios
 - (b) walls, gates, hedges or fencesunless
 - such property is specifically insured by this Section, and
 - **Damage** also occurs to the building to which such property applies and that building is insured by this Section.
- Damage** caused by:
 - (a) the events in paragraphs 1 to 14 or any of their detailed exclusions shown as **what is not covered**
 - (b) frost or freezing
 - (c) wear, tear, gradual deterioration, depreciation, rust or corrosion, inherent vice or defect, vermin, insect infestation
 - (d) extremes or changes in temperature or humidity, wet or dry rot, damp or mildew, or seepage below ground level
 - (e) collapse, cracking, settling, shrinkage or expansion of foundations walls, floors, ceilings or roofs
 - (f) subsidence, ground heave or landslip
 - (g) any process of testing or repairing, cleaning, dyeing, packing, production, restoration, renovation, servicing or maintenance
 - (h) shrinkage, evaporation, loss of weight, cracking, bruising, scratching, exposure to light or change in colour, texture or flavour
 - (i) mechanical or electrical breakdown, derangement of machinery or equipment, overloading or faulty materials, design or workmanship (other than **Damage** to **Property Insured** not forming part of the same machine or equipment), electrical or magnetic disturbance or erasure of electronic recordings

What is covered

What is not covered

- (j) disappearance, unexplained or inventory shortage, misplacing or misfiling of information
- (k) acts of fraud or dishonesty, including collusion, by **You** or any of **Your** directors, partners or **Employees**, or any person to whom **Property Insured** has been entrusted
- (l) theft or attempted theft from outbuildings
- (m) delay, loss of market, loss of use or **Consequential Loss** of any kind
- (n) or consisting of distortion, erasure or corruption of computer records or **Media**
- (o) **Pollution and/or Contamination**
- (p) or attributable solely to changes in the water table level.

Damage whilst the **Premises** are **Unoccupied**.

Section Conditions

(also refer to the General Policy Conditions)

The following Conditions apply to this Section and shall keep the same meaning wherever they appear in the Section.

1. Average

The sums insured under this Section are subject to **Average**.

2. Basis of Claim Settlement

- (a) If **Property Insured** other than **Stock, Employees'** pedal cycles or personal belongings is destroyed, **We** will pay for its rebuilding or replacement by similar property in a condition as good as, but not better than or more extensive than, its condition when new.

If such property is only partially destroyed, **We** will pay for replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new. However, **We** will not pay more than **We** would have done if the property had been completely destroyed.

- (b) The property may be replaced on another site and in a manner suitable to **Your** needs, but this must not increase **Our** liability.
- (c) All work must begin and be carried out as quickly as possible.
- (d) If at the time of rebuilding or replacement 85% of the cost which would have been required to replace the whole of the **Property Insured** under that item is greater than the sum insured at the time the **Damage** occurred **You** will be liable to pay a proportionate share of the loss.
- (e) **We** will not pay under this clause
- (i) until **You** have incurred the cost of replacing or repairing the property
 - (ii) if **You**, or someone acting on **Your** behalf have insured the property under another policy which does not have a similar basis of reinstatement
 - (iii) if **You** do not comply with any of the terms of this Condition.

3. Construction and Occupation of the Buildings

Unless otherwise stated in the **Schedule** the **Buildings** are

- (a) constructed of brick, stone or concrete
- (b) roofed with slates, tiles, concrete, metal or asbestos with no more than 10% of other materials
- (c) occupied for the sole purpose of the **Business** and otherwise only as offices or a private dwelling.

4. Excess

The **Excess(es)** applicable under this Section are shown in the **Schedule**.

Section A also provides the following Cover Enhancements

1. Automatic Reinstatement of Sum Insured

We will automatically reinstate the sum insured upon notification of a claim to **Us** unless **We** give written notice to the contrary.

Provided that

- (a) **You** pay the appropriate additional premium
- (b) **You** take immediate steps to carry out any amendments in the protections of the **Premises** that **We** may require.

2. Capital Additions

We will compensate **You** in respect of **Damage** to

- (a) newly built and/or newly acquired **Buildings** and/or **Office Contents**
- (b) alterations, additions and improvements to **Buildings** and/or **Office Contents**, but not in respect of any appreciation in value situate anywhere in the United Kingdom, the Isle of Man or the Channel Islands.

The most **We** will pay in respect of any one location is

- (a) 10% of the total **Buildings** and **Office Contents** sum insured by this Section, or
 - (b) £250,000
- whichever is the lower.

You must provide **Us** with details of these extensions as soon as possible, but at least within six months and specifically insure such extensions with **Us**, from the date **Our** exposure commenced.

3. Changing Locks

We will pay for the cost of changing locks at the **Premises** if keys are lost from

- (a) the **Premises**
- (b) **Your** home
- (c) the home of any authorised **Employee**

following theft or attempted theft,

or
whilst in **Your** custody or that of an **Employee** following theft involving violence or threat of violence to **You** or an **Employee**.

If the keys belong to a safe they must be

- (a) removed from the **Premises** overnight
- (b) kept in a secure place away from the safe when **You** or an **Employee** occupies the **Premises**.

The most **We** will pay for any one loss is £1,000.

4. Clearing of Drains

We will compensate **You** for the costs and expenses necessarily and reasonably incurred in cleaning, clearing or repairing drains, gutters or sewers at the **Premises**, for which **You** are responsible following **Damage** caused by insured events 1 to 14.

The most **We** pay for any one loss is £5,000.

5. Debris Removal

The sum insured for each item, except on **Stock**, includes costs and expenses **You** incur, with **Our** consent, for

- (a) removal of debris
- (b) dismantling or demolishing
- (c) shoring up or propping

of the parts of the property which have suffered **Damage** insured under this Section.

We will not compensate **You** in respect of costs and expenses

- (a) incurred in removing debris from anywhere other than the site of the **Damage** and the area adjacent to it
- (b) arising from **Pollution and/or Contamination** of property not insured under this Section
- (c) more specifically insured.

6. Public Authorities

Following **Damage** as insured under this Section, to any item in respect of **Buildings**, **We** will pay the additional cost of reinstating the **Property Insured** necessary to comply with any

- (a) Act of Parliament
- (b) byelaws of any Public Authority.

We will not compensate **You** in respect of

- (i) costs incurred
 - a. in respect of **Damage** not insured by this Section
 - b. where notice was served on **You** before the **Damage** occurred
 - c. where an existing requirement must be completed within a stipulated period
 - d. in respect of property or parts of the property, other than foundations (unless foundations are specifically excluded), which have not suffered **Damage**
- (ii) any charge or assessment arising from capital appreciation following compliance with this legislation.

The reinstatement of the property

- (a) must begin and be carried out as quickly as possible
- (b) may be carried out on another site and in a manner suitable to **Your** needs but this must not increase **Our** liability.

If **Our** liability under this Section is reduced by the application of any terms or conditions of this policy, **Our** liability under this Extension will be similarly reduced.

7. Exhibitions

We will compensate **You** for **Damage** to **Office Contents** whilst in any buildings being used for an exhibition within the United Kingdom, the Isle of Man or the Channel Islands, including transit to and from the exhibition, but excluding theft from unattended vehicles.

The most **We** will pay for any one occurrence is £5,000.

8. Fire Brigade Damage to Gardens

We will compensate **You** in respect of costs and expenses necessarily incurred in reinstating or repairing landscape gardens and grounds following **Damage** caused by Fire Brigade equipment or personnel in the course of combating fire.

The most **We** will pay for any one occurrence is £1,000.

9. Lamps, Signs and Nameplates

We will compensate **You** in respect of **Damage** to:

- (a) lamps
 - (b) signs
 - (c) nameplates
- at the **Premises**.

The most that **We** will pay in respect of any one item is £500.

10. Loss of Metered Water

We will pay for charges that **You** are responsible for, if water is accidentally discharged from a metered water system providing service to the **Premises**. Excluding **Damage** occurring when the **Premises** are **Unoccupied**, or where the **Damage** remains undiscovered for 120 days or more.

The most **We** will pay in respect of any one occurrence is £2,500.

11. Loss of Oil and LPG

We will pay for charges that **You** are responsible for, if oil or LPG is accidentally discharged from a metered system providing service to the **Premises**. Excluding **Damage** occurring when the **Premises** are **Unoccupied**, or where the **Damage** remains undiscovered for 120 days or more.

The most **We** will pay for any one occurrence is £2,500.

12. Professional Fees

The sum insured for each building item, includes an amount for professional fees necessarily incurred in reinstating or repairing the **Property Insured**, following **Damage** insured under this Section.

We will not compensate **You** in respect of fees

- (a) more specifically insured
- (b) incurred in preparing a claim.

13. Rent Payable

We will compensate **You** in respect of **Your** legal liability to pay rent for a period not exceeding two years during which the **Buildings** are untenable following **Damage** by an insured event.

The most **We** will pay is 25% of the total sums insured on **Office Contents** shown in the **Schedule**.

14. Temporary Removal

We will compensate **You** in respect of **Damage** to the **Property Insured**, other than **Stock**, while temporarily removed for

- (a) cleaning
- (b) renovation
- (c) repair.

within the United Kingdom, the Isle of Man or the Channel Islands, including transit.

The most **We** will pay is 15% of the sum insured.

15. Temporary Removal – Documents

Where deeds and other documents (including stamps on them), manuscripts, plans and writings of every description, books and other business records are included in the **Property Insured**, **We** will compensate **You** for such items whilst temporarily removed to any address elsewhere than at the **Premises**, including whilst in transit within the United Kingdom, the Isle of Man or the Channel Islands.

We will not compensate **You** for such items more specifically insured elsewhere

The most **We** will pay is

- (a) £2,500 for computer systems records
- (b) 10% of the total value of such items.

16. Theft Damage to Buildings

We will compensate **You** in respect of **Damage** to **Buildings** at the **Premises** for which **You** are responsible caused by theft or attempted theft involving entry into or exit from the **Premises** by forcible and violent means. **Our** liability will not exceed the total sum insured under this Section.

17. Trace and Access

We will pay reasonable costs and expenses incurred with **Our** consent

- (a) in locating the actual source of **Damage**, and
 - (b) any repairs directly arising from (a)
- caused by the escape of water from any tank apparatus or pipe or leakage of fuel from any fixed oil heating installation, provided such **Damage** is insured by this Section.

We will not compensate **You** in respect of costs or expenses incurred where **Damage** results solely from a change in the water table level.

The most **We** will pay in any one **Period of Insurance** is £10,000.

18. Transfer of Interest

If at the time of **Damage** to a building insured under this Section, **You** have entered into a contract to sell **Your** interest in it, but

- (a) the contract has not yet been completed
 - (b) the building has not yet been insured by or on behalf of the purchaser
- and the purchase is subsequently completed, **We** will compensate the purchaser to the extent that this Section insures that building. This will not affect either **Your** or **Our** rights and liabilities up to the date of completion of the purchase.

19. Underground Services

Where **We** provide indemnity in respect of **Your Buildings**, or where **You** are liable as tenant, **We** will compensate **You** in respect of accidental **Damage** to underground

- (a) pipes
- (b) cables

which extend from the **Buildings** to the public mains.

We will not compensate **You** in respect of

- (i) the cost of maintenance
- (ii) accidental **Damage** caused by
 - a. gradual deterioration or wear and tear
 - b. corrosion, rust, rot or fungus
 - c. vermin or insects
 - d. atmospheric or climatic conditions

- e. normal settlement or shrinkage
- f. faulty workmanship, defective design or the use of defective materials.

The most **We** will pay for any one occurrence is £25,000.

Section B - Business Interruption

Section Definitions (also refer to the Policy Definitions)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Damage

Physical loss or destruction of, or damage to, the **Property Insured** caused by one of the insured events under Section A – Property Damage that is shown as being operative in the **Schedule** for that Section.

The Cover

What is covered

1. Income

(only operative if stated in the **Schedule**)

Loss of **Gross Income** resulting from **Damage** to property belonging to **You** or for which **You** are responsible at the **Premises** for the purpose of the **Business** to the extent of Cover under Section A - Property Damage and where liability is admitted under a policy of insurance covering **Your** interest in such property.

The amount payable will be

- (a) the amount by which the **Gross Income** falls short of the **Gross Income** which would have been received during the **Indemnity Period** due to the **Damage**
- (b) any additional expense **You** incur to prevent or limit the reduction in **Gross Income** during the **Indemnity Period** due to the **Damage**
- (c) auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section

less any savings during the **Indemnity Period** in respect of business charges or expenses payable out of **Gross Income** which reduce or stop due to the **Damage**.

If at the time of the **damage** the sum the sum insured is less than the **Gross Income**, (proportionately increased where the **Maximum indemnity period** exceeds twelve months), **You** shall be responsible for the difference and bear a proportionate share of the loss.

The most **We** will pay is the sum insured stated in the **Schedule**.

What is covered

What is not covered

Under 1 (b) **We** will not pay more than **We** would pay under 1 (a).

We will not compensate **You** if:

- (a) **You**:
 - (i) agree a composition or arrangement with creditors
 - (ii) agree a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act)
 - (iii) have an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator
 - (iv) have a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or have a provisional liquidator, receiver, or receiver and manager of the **Business** duly appointed
 - (v) have an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or have possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge
- (b) **Your** interest ceases otherwise than by **Your** death unless **We** issue written agreement stating otherwise.

What is not covered

2. Increased Cost of Working

(only operative if stated in the **Schedule**)

We will pay **Your** additional expenditure which has been reasonably and necessarily incurred, as a result of the **Damage**, to continue the **Business** during the **Indemnity Period**.

The maximum amount **We** will pay will not exceed:

- (a) during the first three months of the **Indemnity Period** 25% of the **Maximum Limit**
- (b) for each remaining month of the **Indemnity Period** the proportion of the **Remainder Limit** which one month bears to:
 - (i) the **Remainder Period**
 - or
 - (ii) nine monthswhichever is the longer

less any savings in such expenditure during the **Indemnity Period** which reduce or cease due to the **Damage**.

The maximum amount **We** will pay in respect of any one **Building** is the **Maximum Limit**

We will not compensate **You** if:

- (a) **You**:
 - (i) agree a composition or arrangement with creditors
 - (ii) agree a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act)
 - (iii) have an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator
 - (iv) have a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or have a provisional liquidator, receiver, or receiver and manager of the **Business** duly appointed
 - (v) have an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or have possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge
- (b) **Your** interest ceases otherwise than by **Your** death unless **We** issue written agreement stating otherwise.

3. Book Debts

We will compensate **You** in respect of loss sustained by **You** for **Book Debts** directly due to **Damage** at the **Premises** to **Your** books of account, other business books or records.

The amount payable in respect of any one occurrence of **Damage** will not exceed

- (a) the difference between
 - the **Book Debts** and
 - the total amounts received or traced
- (b) the additional expenditure incurred with **Our** consent in tracing and establishing customers' debit balances after the **Damage**.

If **We** require any information to verify a claim **Your** professional accountants at the time of the claim may produce and report details contained in business books or records. Their report will be accepted as prima facie evidence of the details.

- We** will pay **Your** professional accountant's charges for
- producing information **We** require for investigating any claim, and
 - confirming the information in accordance with **Your** business books.

The most **We** will pay, including professional accountants' fees, is the sum insured stated in the **Schedule**.

What is covered

Loss

- due to records being mislaid or misfiled
- arising from deliberate falsification of records.

Failure to collect debts which have been traced and established.

We will not compensate **You** if:

- (c) **You**:
 - (i) agree a composition or arrangement with creditors
 - (ii) agree a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act)
 - (iii) have an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator
 - (iv) have a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or have a provisional liquidator, receiver, or receiver and manager of the **Business** duly appointed
 - (v) have an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or have possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge
- (d) **Your** interest ceases otherwise than by **Your** death unless **We** issue written agreement stating otherwise.

What is not covered

4. Extensions

We will also compensate **You** in respect of loss of **Gross Income** as insured under this Section resulting from:

A Prevention of Access

Damage to property in the vicinity of the **Premises** by any cause included under Section A - Property Damage which hinders or prevents access to the **Premises**.

B Disease, Infestation and Defective Sanitation

The occurrence of

- (a) an illness sustained by any person caused by food or drink poisoning attributable to food or drink supplied from the **Premises**
- (b) a **Specified Disease** sustained by any person at the **Premises**
- (c) vermin or pests at the **Premises**
- (d) an accident which causes defects in the drains or other sanitary arrangements at the **Premises** where use of the **Premises** is restricted on the order or advice of the competent authority
- (e) murder or suicide at the **Premises**.

If in relation to any claim arising directly or indirectly from an occurrence of Legionellosis or Legionnaires Disease **You** have failed to fulfil the following condition, **You** will lose **Your** right to indemnity or payment for that claim.

At the **Premises** **You** must ensure compliance at all times with the Health and Safety Commissions Approved Code of Practice, "The Prevention and Control of Legionellosis (including Legionnaires Disease)" Ref ISBN-0-7176-1772- 6 or any supplementary, replacement or amending Code of Practice.

The most **We** will pay in respect of the total of all losses occurring during the **Period of Insurance** is £25,000.

C Public Utilities

Accidental failure of public supplies of electricity or gas or water at the terminal ends of the public supply undertakings' feed to the **Premises**.

We will not compensate **You** in respect of

- (a) accidental failure which lasts less than 30 minutes
- (b) the deliberate act of any supply authority
- (c) the exercise of any supply authority power to withdraw or restrict supply
- (d) industrial action
- (e) drought.

D Suppliers

Damage to any of **Your** suppliers' premises within the United Kingdom, the Isle of Man and the Channel Islands by any cause included under Section A - Property Damage.

We will not compensate **You** in respect of **Damage** at any premises of suppliers of electricity, gas, water or telecommunications services.

The most **We** will pay in respect of any one occurrence is £25,000.

E Customers

Damage to any of **Your** customers premises within the United Kingdom, the Isle of Man and the Channel Islands by any cause included under Section A- Property Damage.

The most **We** will pay in respect of any one occurrence is £25,000.

F Telecommunications

Accidental failure of the supply of telecommunication services at the incoming line terminals or receivers at the **Premises**.

We will not compensate **You** in respect of accidental failure

The most **We** will pay will be

- (a) £100 for each day in respect of any one failure
- (b) £2,500 in respect of all failures in any one **Period of Insurance**.

- (a) caused by the deliberate act of any supply authority
- (b) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- (c) caused by industrial action
- (d) caused by drought or other weather conditions unless equipment has been **Damaged**
- (e) lasting less than 24 consecutive hours.

G. Documents Temporarily Removed

Loss of **Gross Income** and/or **Extra Expenses** as insured by this section incurred by **You** during the **Indemnity Period** as a result of interruption or interference with the **Business** caused by **Damage** insured by this policy to plans, designs, deeds, briefs, non-negotiable documents, manuscripts, business books, office and computer systems records belonging to **You** or for which **You** are responsible within the United Kingdom, the Channel Islands or the Isle of Man, including whilst in the post.

H. Automatic reinstatement of loss

We will automatically reinstate the limit or sum insured upon notification of a claim to **Us** unless we give written notice to the contrary.

Provided that **You** pay the appropriate additional premium.

Section Conditions

(also refer to the General Policy Conditions)

The following Conditions apply to this Section and shall keep the same meaning wherever they appear in the Section.

1. Current Cost Accounting

Any adjustment made for current cost accounting will be ignored.

2. Goods Sold Elsewhere

If, during the **Indemnity Period**, goods are sold or services rendered elsewhere than at the **Premises** for the benefit of the **Business**, the money paid or payable for such goods or services will be taken into account when determining the loss of **Gross Income**.

3. Value Added Tax (VAT)

All terms in this Section exclude VAT to the extent that **You** are accountable to the tax authorities for VAT.

Section C - Money and Malicious Attack

The Cover

What is covered

1. Money

Damage to

(a) Money

- (b) Safes or strongrooms which normally contain **Money** caused by theft or attempted theft.

Provided that:

- (a) whenever the **Buildings** are unattended any safe containing **Money** is securely locked and all keys to that safe are removed from the **Premises** or kept on **Your** person or one of **Your Employees**
- (b) **You** keep a complete record of **Money** in transit and on **Your Premises** and deposit that record in a secure place other than a safe or strongroom containing **Money**

Damage to:

- (a) cases, bags, belts or waistcoats
- (b) clothing and **Personal Effects** of **You** or **Your Employees**, caused by robbery. The most **We** will pay is £750 per person

caused directly by theft or attempted theft of **Money**.

Theft of **Money** arising from any act of fraud or dishonesty by any of **Your Employees**. The most **We** will pay is £2,500 any one claim.

The most **We** will pay for:

- (a) **Non-Negotiable Money** is £250,000 for any one claim
- (b) all other **Money** is shown below and in the **Schedule**:

Cover description and locations	Limit of liability any one claim
Money 1. in the Buildings during Business Hours 2. in a bank night safe 3. in transit to and from the Premises whilst in the custody of You or an authorised Employee , but not whilst in the possession of an Employee delivering or collecting Money other than to or from the Premises and Your bank unless specified by Endorsement 4. whilst at Your home or the home of any authorised Employee 5. in the Buildings whilst left unattended or outside Business Hours and not secured in a locked safe 6. in the Buildings whilst left unattended or outside Business Hours and secured in a locked unspecified safe	The During Business Hours limit in the Schedule The Bank Night Safe limit in the Schedule The In Transit limit in the Schedule £500 The Outside Business Hours Not in a Safe limit in the Schedule The Outside Business Hours In a Safe limit in the Schedule

2. Malicious Attack

We will pay the sum or sums shown in the Table of Benefits below if an **Insured Person** sustains **Physical Injury**.

Provided that:

- (a) only one benefit under Benefits A - C inclusive shall be payable in respect of any one injury
- (b) benefit D shall cease immediately **You** are entitled to claim Benefits A, B or C
- (c) no benefit shall be payable as a result of committing suicide or attempting to commit suicide, or intentional self-inflicted injury or sickness or disease not directly resulting from **Physical Injury**.

Table of Benefits	Limit of liability any one claim
If Physical Injury is the only and direct cause of:	
A Death occurring within 24 months	£10,000
B Loss of Limbs or Eyes occurring within 24 months	£10,000
C Permanent Total Disablement occurring within 24 months	£10,000
D Temporary Total Disablement payable up to a maximum of 24 months	Normal weekly wage or salary up to £100
E Damage to clothing and Personal Effects	£500 per person

Section Conditions

(also refer to the General Policy Conditions)

The following Conditions apply to this Section and shall keep the same meaning wherever they appear in the Section.

1. Basis of Claims Settlement

Claims under this Section shall be settled either on the basis of an amount equal to the value of the **Money**, or other **Property Insured** under this Section, at the time of the **Damage** or, at **Our** option, the reinstatement or replacement of such other property or any part of it.

2. Medical Evidence

(a) **We** may require

- an **Insured Person** to undergo medical examination
- a post mortem to be carried out

at **Our** expense.

(b) **You**, or **Your** legal representative will supply to **Us**, at **Your** expense, any

- certificate
- information
- evidence

in the format **We** require.

Section D - Employers' Liability

Section Definitions

(also refer to the Policy Definitions)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Costs and Expenses

- (a) fees for **Your** legal representation at
 - (i) any Coroner's Inquest of Fatal Accident Inquiry
 - (ii) proceedings in any court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (b) costs and expenses incurred with **Our** written consent
- (c) any claimant's legal costs for which **You** are legally liable in connection with any event which is or may be the subject of indemnity under this Section.

Limit of Indemnity

The amount stated in the **Schedule**, including **Costs and Expenses**, up to which **We** will pay in respect of any or all claims arising out of one cause.

Territorial Limits

- (a) the United Kingdom, the Isle of Man and the Channel Islands
- (b) a country which is a member of the European Union but only in respect of temporary **Business** carried out by **You** and any **Employee** normally resident in the territories set out in (a) above.
- (c) elsewhere in the world in respect of temporary **Business** journeys by any person normally resident in the territories set out in (a) above which do not involve manual labour or the supervision of manual labour.

The Cover

What is covered

Your legal liability to pay:

- (a) **Compensation** to any **Employee**
- (b) **Costs and Expenses**

as a result of **Bodily Injury** caused in the course of the **Business** during the **Period of Insurance** and within the **Territorial Limits**.

The most **We** will pay is the **Limit of Indemnity**.

What is not covered

Any liability:

- (a) as a result of work in or on or travel to, from or within any offshore
 - accommodation, exploration, drilling or production rig or platform
 - support vessel
- (b) for which compulsory insurance or security is required under either
 - the Road Traffic Act 1988, or
 - the Road Traffic (Northern Ireland) Order 1981.
- (c) for
 - (i) liquidated damages
 - (ii) penalty clauses
 - (iii) fines
 - (iv) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damage.

Section Conditions

(also refer to the General Policy Conditions)

The following Conditions apply to this Section and shall keep the same meaning wherever they appear in the Section.

1. Premium Adjustment

If the premium under this Section is based on estimates provided by **You**, **You** shall keep accurate records containing all relevant information.

You shall at all times allow **Us** to inspect such records and shall supply such particulars and information as **We** may require within one month from the expiry of each **Period of Insurance** and the premium shall then be adjusted by **Us**, subject to any minimum premium chargeable for the risk being retained by **Us**.

2. Our Right of Recovery

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

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

Section D also provides the following Cover Enhancements

(d) Additional Activities

The **Business** includes

- (a) ownership, use and upkeep of the **Premises**, vehicles and plant
- (b) canteen, social, sports, educational and welfare organisations for the benefit of any **Employee**
- (c) first aid, fire, security and ambulance services
- (d) participation in exhibitions
- (e) private work by any **Employee**, with **Your** prior consent, for **You** or any director or **Employee**.

(e) Corporate Manslaughter and Corporate Homicide Act 2007 - Legal Defence Costs

We will compensate **You** in respect of

- (a) legal fees and expenses incurred with **Our** written consent for defending proceedings, including appeals
- (b) costs of prosecution awarded against **You**

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (a) unless the proceedings relate to an actual or alleged offence committed during the **Period of Insurance** within the United Kingdom, the Isle of Man and the Channel Islands and in connection with the **Business**
- (b) in respect of proceedings which
 - result from any deliberate act or omission by **You**
 - relate to any person other than an **Employee**
- (c) in respect of any
 - fines
 - remedial or publicity orders or any steps required to be taken by such orders
- (d) where indemnity is provided by another insurance policy.

(f) Costs of Court Attendance

We will compensate **You** if, at **Our** request, any director, partner or **Employee** is attending court as a witness in connection with a claim for which **You** are entitled to indemnity.

The most **We** will pay is

- (a) for each director or partner: £250 per day
- (b) for each **Employee**: £150 per day

(g) Cross Liabilities

We will compensate each party

- (a) named as the **Insured** in the **Schedule**
- (b) entitled to indemnity under this Section as if a separate policy had been issued to each.

The total amount payable will not exceed the **Limit of Indemnity** regardless of the number of parties claiming to be indemnified.

(h) Health and Safety Legislation - Legal Defence Costs

We will compensate **You** and, at **Your** request any director, partner or **Employee** in respect of

- (a) legal fees and expenses in defending proceedings, including appeals
- (b) prosecution costs awarded against **You** or any director, partner or **Employee** arising from any health and safety inquiry or criminal proceedings in respect of any health and safety legislation of the United Kingdom, the Isle of Man or the Channel Islands.

We will not compensate **You**

- (a) unless the proceedings relate to an actual or alleged act, omission or incident committed during the **Period of Insurance** and in the course of the **Business** within the United Kingdom, the Isle of Man or the Channel Islands
- (b) in respect of
 - fines or penalties of any kind
 - proceedings resulting from any deliberate act or omission of any party claiming to be indemnified
 - proceedings relating to the health, safety or welfare of any person who is not an **Employee**
- (c) where indemnity is provided by another insurance policy.

(i) Indemnity to Other Persons

We will compensate

- (a) **Your** personal representatives in respect of legal liability **You** incur
- (b) at **Your** request
 1. any director, partner or **Employee** of **Yours**
 2. the officers, committee and members of **Your**
 - catering social, sports, educational, medical, dental and welfare organisations
 - fire, security, first aid and ambulance services
 3. any Principal for whom **You** are carrying out a contract but only to the extent required by the contract conditions or the personal representatives of these persons against legal liability in respect of which **You** would have been entitled to indemnity if the claim had been made against **You**.

Each indemnified party will be subject to the terms of this Section so far as they can apply.

(j) Injury to Working Partners

We will treat as an **Employee**, any working partner or proprietor of the **Business** who suffers **Bodily Injury**

- (a) in the course of the **Business** during the **Period of Insurance** and within the **Territorial Limits** and
- (b) caused by the negligence of another working partner, proprietor, or **Employee**.

(k) Unsatisfied Court Judgements

If any **Employee** or their personal representatives obtains a judgement for damages for **Bodily Injury** against any company or individual operating from premises within the United Kingdom, the Isle of Man or the Channel Islands and that judgement remains unpaid for more than six months **We** will pay to the **Employee** or their personal representatives, at **Your** request, the amount of any unpaid damages and awarded costs.

Provided that:

(a) the **Bodily Injury**:

- is caused during the **Period of Insurance**
- arises out of and in the course of his employment in **Your Business**

(b) there is no appeal outstanding

(c) if any payment is made under this Extension the **Employee** or his or her personal representatives shall assign the judgement to **Us**.

Section E - Public and Products Liability

Section Definitions

(also refer to the Policy Definitions)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Costs and Expenses

- (a) fees for **Your** legal representation at
 - (i) any Coroner's Inquest of Fatal Accident Inquiry
 - (ii) proceedings in any court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (b) costs and expenses incurred with **Our** written consent
- (c) any claimant's legal costs for which **You** are legally liable in connection with any event which is or may be the subject of indemnity under this Section.

Limit of Indemnity

The amount, stated in the **Schedule**, up to which **We** will pay in respect of any or all claims arising out of one cause.

In respect of **Products Supplied** or **Pollution and/or Contamination**, the **Limit of Indemnity** will apply to the total of all claims occurring in any one **Period of Insurance**.

Personal Injury

- (a) **Bodily Injury**
- (b) Wrongful arrest, detention or imprisonment
- (c) Wrongful eviction
- (d) Wrongful accusation of shoplifting

Property

Material property.

Territorial Limits

- (a) the United Kingdom, the Isle of Man and the Channel Islands
- (b) a country which is a member of the European Union but only in respect of temporary **Business** carried out by **You** and any **Employee** normally resident in the territories set out in (a) above
- (c) elsewhere in the world in respect of temporary **Business** journeys by any person normally resident in the territories set out in (a) above which do not involve manual labour or the supervision of manual labour.

The Cover

What is covered

Your legal liability to pay

- (a) **Compensation**
- (b) **Costs and Expenses**

as a result of accidental

1. **Personal Injury**
2. **Damage to Property**
3. obstruction, trespass, nuisance or interference with any right of way, air, light or water

occurring in the course of the **Business** during the **Period of Insurance** and within the **Territorial Limits**.

The most **We** will pay is the **Limit of Indemnity** and **Costs and Expenses**.

However, in respect of any claim brought in:

- (a) the United States of America or any territory within its jurisdiction
- (b) Canada

the maximum **We** will pay, inclusive of **Costs and Expenses**, is the **Limit of Indemnity**.

What is not covered

Your legal liability as a result of

- (a) **Personal Injury** to an **Employee**.
- (b) the ownership, possession or use by **You** or on **Your** behalf or by any person entitled to indemnity under this Section of any
 - i. aircraft, aerial device or hovercraft, railways, railway locomotives or carriages
 - ii. watercraft exceeding 8 metres in length
 - iii. motor vehicle or trailer
 - a. in circumstances to which road traffic legislation applies
 - b. where a more specific insurance is in force.
 - iv. pressure vessel, lifting apparatus or other item of plant owned by **You** or the maintenance for which **You** are responsible which has not been inspected to the extent required and approved by statutory regulations
 - v. firearms.
- (c) **Damage to Property**
 - i. which **You** own or is loaned, leased, hired or rented to **You**
 - ii. which is held in trust or in the custody or control of
 - a. **You**
 - b. any **Employee**
 - c. any other party who is carrying out work on **Your** behalf
 - iii. being worked upon where the **Damage** is as a direct result of the work undertaken

other than in the circumstances described in Extensions 10 or 14.

- (d) **Damage** to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating **Products Supplied** (other than **Products Supplied** under a separate contract).
- (e) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing other than in connection with **Products Supplied** for which indemnity is provided under this Section.
- (f) any **Products Supplied** which could affect
 - i. the navigation, propulsion or safety of any aircraft or other aerial device
 - ii. the safety or operation of nuclear installations.
- (g) any **Product Supplied**, which to **Your** knowledge is for use in or supply directly or indirectly to the United States of America or Canada.
- (h) advice, design or specification provided by **You** or on **Your** behalf for a fee.
- (i) any treatment given or administered by **You** or any of **Your Employees**, or the failure to give advice or treatment or any lack of professional duty or skill.
- (j) errors in connection with the sale, supply, making up, prescribing or dispensing of any drug, medicine, medical, cosmetic or toilet preparation.
- (k) **Pollution and/or Contamination** other than caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **Period of Insurance**.
All **Pollution and/or Contamination** which arises out of one incident will be deemed to have occurred at the time such incident takes place.
- (l)
 - i. work in or on and travel to, from or within, or
 - ii. **Products Supplied** to
 - a. accommodation, exploration, drilling or production rig or platform
 - b. support vessel.
- (m) the disposal of assets other than furniture and office equipment previously used in the course of the **Business**.
- (n) manual work undertaken away from the **Premises** by **You** or any of **Your Employees**, other than collection or delivery.
- (o) any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, **Failure** or **Loss of Data** resulting directly or indirectly from or in connection with
 - (i) **Virus or Similar Mechanism**
 - (ii) **Denial of Service Attack**
 - (iii) unauthorised access to or use of **Computer and Electronic Equipment**.

However **We** will not exclude any liability in respect of any ensuing accidental **Bodily Injury** or accidental **Damage to Property** which is not otherwise excluded.

We will not compensate any person entitled to indemnity in respect of

- (a) recalling or making refunds in respect of **Products Supplied**
- (b)
 - i. liquidated damages
 - ii. penalty clauses
 - iii. fines
 - iv. aggravated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.

What is covered

What is not covered

- (c) liability imposed on **You** solely by reason of the terms or any contract conditions or agreement in connection with **Products Supplied**.

We will not provide indemnity in respect of

- (a) exposure to
- (b) inhalation of
- (c) fears of the consequences of exposure to or the inhalation of
- (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under statutory duty to manage) any property arising out of the presence of

Asbestos including any product containing **Asbestos**.

In respect of **Damage to Property** the **Excess** shown in the **Schedule**.

Section E also provides the following Cover Enhancements

1. Additional Activities

The **Business** includes

- (a) ownership, use and upkeep of the **Premises**, vehicles and plant
- (b) canteen, social, sports, educational and welfare organisations for the benefit of any **Employee**
- (c) first aid, fire, security and ambulance services
- (d) participation in exhibitions
- (e) private work by any **Employee**, with **Your** prior consent, for **You** or any director or **Employee**.

2. Consumer Protection Act 1987 - Legal Defence Costs

We will compensate **You** for all **Costs and Expenses** in respect of the defence of a prosecution or in connection with an appeal against criminal prosecution and conviction in respect of a breach of Part II of the Consumer Protection Act 1987 that has occurred during the **Period of Insurance** in connection with the **Business**.

Provided that **We** will not be liable for

- (a) the payment of fines or penalties
- (b) a breach that was as a result of an intentional or deliberate act
- (c) liability arising outside the United Kingdom, the Isle of Man and the Channel Islands.

3. Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs

We will compensate **You** in respect of

- (a) legal fees and expenses incurred with **Our** written consent for defending proceedings, including appeals
- (b) costs of prosecution awarded against **You**

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

We will not provide indemnity

- (a) unless the proceedings relate to an actual or alleged offence committed during the **Period of Insurance** within the United Kingdom, the Isle of Man and the Channel Islands and in connection with the **Business**
- (b) in respect of proceedings which
 - (i) result from any deliberate act or omission by **You**
 - (ii) relate to any **Employee**
- (c) in respect of any
 - (i) fines
 - (ii) remedial or publicity orders or any steps required to be taken by such orders
- (d) where indemnity is provided by another insurance policy.

4. Costs of Court Attendance

We will compensate **You** if, at **Our** request, any director, partner or **Employee** is attending court as a witness in connection with a claim for which **You** are entitled to indemnity.

The most **We** will pay is

- (a) for each director or partner: £250 per day
- (b) for each **Employee**: £150 per day

5. Cross Liabilities

We will compensate each party

- (a) named as the Insured in the **Schedule**
- (b) entitled to indemnity under this Section as if a separate policy had been issued to each.

The total amount payable will not exceed the **Limit of Indemnity** regardless of the number of parties claiming to be indemnified.

6. Data Protection

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

- (a) legal fees and defence costs
- (b) legal liability for **Compensation** to an individual:
 - (i) the subject of personal data **You** hold
and
 - (ii) who suffers material or non-material damage caused by:
 - a. inaccuracy of data
 - b. loss of the data
 - c. unauthorised destruction or disclosure of the data

arising from proceedings brought against **You** under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing.

The maximum **We** will pay for all claims happening during any one **Period of Insurance** is £1,000,000.

We will not provide indemnity in respect of:

- (a) (i) **Personal Injury** other than as provided by this Extension
- (ii) **Damage to Property**
- (iii) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
- (iv) libel, slander or defamation.
- (b) consequential losses.
- (c) liability:
 - (i) as a result of **You** having authorised the destruction or disclosure of the data
 - (ii) which could reasonably have been expected to arise as a result of any other deliberate act or omission by **You** or any **Employee**
- (d) any fine or statutory payment.
- (e) liability which arises solely by reason of the terms of any agreement.
- (f) liability in respect of liquidated damages or under any penalty clause.
- (g) legal costs or expenses or financial losses in respect of any order
 - (i) for rectification or erasure of data
 - (ii) requiring that data to be supplemented by any other statements.
- (h) proceedings relating to **Compensation** for any **Employee** if the Employers' Liability Section of this policy is not in force

7. Defective Premises

We will compensate **You** in respect of liability arising under

- (a) the Defective Premises Act 1972
- (b) the Defective Premises (Northern Ireland) Order 1975

in connection with any premises which **You** previously owned or occupied for the purposes of the **Business**.

We will not compensate **You** in respect of the cost of rectifying any defect or alleged defect in such premises.

8. Food Safety Act - Legal Defence Costs

We will compensate **You** for all **Costs and Expenses** in respect of the defence of a prosecution or in connection with an appeal against criminal prosecution and conviction in respect of a breach of Part II of the Food Safety Act 1990 that has occurred during the **Period of Insurance** in connection with the **Business**.

Provided that **We** will not be liable for

- (a) the payment of fines or penalties
- (b) a breach that was as a result of an intentional or deliberate act.
- (c) liability arising outside the United Kingdom, the Isle of Man or the Channel Islands.

9. Health and Safety Legislation - Legal Defence Costs

We will compensate **You** and, at **Your** request any director, partner or **Employee** in respect of

- (a) legal fees and expenses in defending proceedings, including appeals
 - (b) prosecution costs awarded against **You** or any director, partner or **Employee**
- arising from any health and safety inquiry or criminal proceedings in respect of any health and safety legislation of the United Kingdom, the Isle of Man or the Channel Islands.

We will not compensate **You**

- (a) unless the proceedings relate to an actual or alleged act, omission or incident committed during the **Period of Insurance** and in the course of the **Business** within the United Kingdom, the Isle of Man or the Channel Islands.
- (b) in respect of
 - (i) fines or penalties of any kind
 - (ii) proceedings resulting from any deliberate act or omission of any party claiming to be indemnified
 - (iii) proceedings relating to the health, safety or welfare of any **Employee**.
- (c) where indemnity is provided by another insurance policy.

10. Hired, Leased or Rented Premises

We will compensate **You** in respect of **Your** legal liability as a result of accidental **Damage** to premises (including fixtures and fittings) within the United Kingdom, the Isle of Man and the Channel Islands which **You** hire, rent or occupy in connection with the **Business**.

We will not compensate **You** in respect of

- (a) liability imposed on **You** solely by reason of the terms of the hiring or renting agreement
- (b) legal liability as a result of **Damage** against which the hiring or renting agreement specifies that insurance is taken out by **You** or on **Your** behalf.

11. Indemnity to Other Persons

We will compensate

- (a) **Your** personal representatives in respect of legal liability **You** incur
- (b) at **Your** request

- (i) any director, partner or **Employee of Yours**
- (ii) the officers, committee and members of **Your**
 - a. catering social, sports, educational, medical, dental and welfare organisations
 - b. fire, security, first aid and ambulance services
- (iii) any Principal for whom **You** are carrying out a contract but only to the extent required by the contract conditions or the personal representatives of these persons against legal liability in respect of which **You** would have been entitled to indemnity if the claim had been made against **You**.

Each indemnified party will be subject to the terms of this Section so far as they can apply.

12. Motor Contingent Liability

We will compensate **You** in respect of **Your** legal liability as a result of accidental

(a) **Bodily Injury**

(b) **Damage** to property

arising out of the use

(i) in the United Kingdom, the Isle of Man and the Channel Islands and

(ii) in connection with the **Business**

of any motor vehicle not belonging to or provided by **You**.

We will not compensate **You**

(a) in respect of **Damage** to the vehicle or goods carried in or on the vehicle

(b) while the vehicle is being driven by

(i) **You**

(ii) a person who to **Your** knowledge or that of **Your** representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence

(c) if indemnity is provided by another insurance policy.

13. Overseas Personal Liability

We will compensate

(a) **You**

(b) And at **Your** request any director, partner or **Employee**

while temporarily outside the United Kingdom, the Isle of Man and the Channel Islands in connection with the **Business** in respect of legal liability as a result of accidental

(i) **Bodily Injury**

(ii) **Damage to Property**

incurred in a personal capacity.

We will also compensate any accompanying spouse or children.

Where the **Policyholder** is an individual the indemnity will also apply within the United Kingdom, the Isle of Man and the Channel Islands.

We will not provide indemnity:

(a) where liability arises from

(i) any agreement unless liability would have existed otherwise

(ii) ownership or occupation of land or **Buildings**

(iii) the carrying on of any trade or profession

(iv) ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft

(b) where indemnity is provided by another insurance policy.

14. Personal Belongings

We will compensate **You** in respect of **Your** legal liability as a result of accidental **Damage** to vehicles or personal belongings which **You** do not own but which are in **Your** custody or control.

We will not compensate **You** where this **Property** is

(a) stored for a fee or other consideration

(b) in **Your** custody or control for the purposes of being worked on.

15. Wrongful Arrest

We will compensate **You** in respect of all sums which **You** shall become legally liable to pay in respect of damages, **Costs and Expenses** awarded against **You** as a result of charges of wrongful arrest or malicious prosecution being made against **You** arising out of any allegation of shoplifting or other improper conduct at the **Premises** by any customer or customers or other person or persons (other than an **Employee**) during the **Period of Insurance**.

The most **We** will pay in any one **Period of Insurance** is £25,000.

Section F - All Risks (Specified Items)

(only operative if stated in the *Schedule*)

Section Definitions

(also refer to the *Policy Definitions*)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Territorial Limits

As specified in the *Schedule*.

The Cover

What is covered

Damage to the **Property Insured** shown in the *Schedule* from any cause occurring during the **Period of Insurance** within the **Territorial Limits**

The most **We** will pay is the sum insured shown in the *Schedule*.

What is not covered

Mechanical or electrical breakdown.

Loss from an unattended road vehicle.

Damage caused by:

- (a) wear and tear or gradual deterioration, moth or vermin or climatic conditions
- (b) cracking, scratching or breakage of records, glass or other brittle material
- (c) any process of cleaning, alteration, maintenance or repair
- (d) the use of bent, foreign or false coins.

The **Excess** shown in the *Schedule*

Section Conditions

(also refer to the *General Policy Conditions*)

The following Conditions apply to this Section and shall keep the same meaning wherever they appear in the Section.

1. **Average**

The sums insured under this Section are subject to **Average**.

2. **Basis of Claims Settlement**

We will pay the full cost of repair or reinstatement of the **Property Insured** to a condition equal to but not better than it's condition when new provided that the cost is incurred.

Section G - Goods in Transit

Section Definitions (also refer to the Policy Definitions)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Goods

The **Property Insured** consisting of **Office Contents**.

Territorial Limits

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

Working Hours

The whole period during which the vehicle is being used by its driver in connection with **Your Business**.

The Cover

What is covered

Damage to the **Goods** while in transit within the **Territorial Limits** by **You** or any **Employee**, contained in any vehicle belonging to **You** or for which **You** are responsible.

Damage arising from loading and unloading of vehicles.

The cost of removing debris following **Damage**.

The cost of the transfer of the **Goods** to another vehicle following **Damage**.

The most **We** will pay is the sum insured shown in the **Schedule**.

What is not covered

Loss from an unattended road vehicle, unless the vehicle:

- (a) during **Working Hours** has all doors and windows and other means of access securely fastened and locked, and any alarms or other security devices in full and effective operation
- (b) at all times out of **Working Hours** is housed in a securely locked building.

Damage arising from:

- (a) depreciation, delay, inadequate documentation or **Consequential Loss**
- (b) wear, tear, breakdown of refrigeration, defective packing, mildew, vermin or contamination
- (c) the carriage of explosives, radioactive substance and substances with a similar hazard, and other dangerous goods
- (d) the dishonesty of any person to whom the goods have been entrusted.

Damage to **Goods** contained in or on:

- (a) trailers or demountable vans or containers when they are detached from the vehicle
- (b) an open topped or open sided vehicle.

The **Excess** shown in the **Schedule**.

Section Conditions (also refer to the General Policy Conditions)

The following Conditions apply to this Section and shall keep the same meaning wherever they appear in the Section.

1. Basis of Claims Settlement

Claims under this Section shall be settled either on the basis of an amount equal to the value of the **Goods** at the time of its **Damage** or, at **Our** option, the reinstatement or replacement of such property or any part of it.

2. Condition of vehicle

Vehicles must be maintained in a road worthy condition, and in a good state of repair.

Section H - Terrorism

(only operative if stated in the Schedule)

Section Definitions

(also refer to the Policy Definitions)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in this Section.

Act of Terrorism

Means 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 System

Means a computer or other equipment or component or system or item which processes stores transmits or receives **Data**.

Covered Loss

Means all losses arising under any of the Heads of Cover as a result of damage to or the destruction of Property in the Territory, the proximate cause of which is an **Act of Terrorism**.

Damage

Means loss destruction or damage

Data

Means 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, file interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Denial of Service Attack

Means 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**.

Event

Means all individual losses arising in respect of a continuous period of seventy two (72) hours of which the proximate cause is the same **Act of Terrorism** and you may choose the date and time when any such period of 72 hours shall commence provided that no two periods overlap and no period commences earlier than the date and time of the happening of the first recorded individual loss to you as a result of the **Act of Terrorism** in question; and an Event shall be taken to arise when which such 72 hour period commences, notwithstanding that it may extend beyond the time limit of the expiry of the contract of insurance concerned.

Excess

The amount(s) specified in this Section and the **Schedule** which **We** will deduct from each and every claim at each separate location. The amount(s) to be deducted after the application of any **Average** condition.

Hacking

Means unauthorised access to any **Computer System**, whether **Your** property or not.

Head of Cover

Means any of the following types of cover:

- a) Buildings and Completed Structures
- b) Other property (including contents, engineering, contractors and computers)
- c) Business Interruption
- d) Book Debts

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

Nuclear Installation

Means 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 of 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

Means 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

Means any access or attempted access to **Data** made by means of misrepresentation or deception.

Private Individual

Means any person other than

- a beneficiary trustee or body of trustees where insurance is arranged in accordance with the terms of a trust
- a person who owns or is otherwise insured in respect of Residential Property for their business as a sole trader
- a 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 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 shall be deemed to be insured in the name of a Private Individual.

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

Property

For the purposes of this Section only, all property whatsoever, but excluding:

- (1) any land or building which is occupied as a private residence or any part thereof which is so occupied, unless
 - (a) insured under the same contract of direct insurance as the remainder of the building which is not a private residence or
 - (b) not insured in the name of an individual
- (2) 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**.

Residential Property

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

Territory

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

Treasury

The Lords Commissioners of HM Treasury from time to time or any successor relevant authority.

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

In consideration of the payment of the Terrorism Premium for the relevant Period of Insurance the insurance by this Policy is extended (subject to the Exclusions below) to include

- a) all losses under any of the Heads of Cover as a result of damage or destruction of the Property in the Territory, the proximate cause of which is an Act of Terrorism.

As insured by this Policy in the Territories stated below

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

- in all the total sum insured
- for any item its sum insured or any other stated limit of liability in the Schedule or elsewhere in the Policy

whichever is the less

Subject always to the Limits applying to Terrorism insurance shown against the Territories stated below after application of all insurance provisions including any excess

Territory	Limit of Liability
England, Wales, and Scotland	As specified in policy
Elsewhere in the world	Not insured

Exclusions

The insurance by this Section is not subject to any of the Exclusions of this Policy, except the following:

This terrorism Insurance does not cover

- a) 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;
- b) any loss whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from;
 - 1) damage to or the destruction of any **Computer System** or
 - 2) any alteration, modification, distortion, erasure or corruption of **Data**
in each case whether your property or not, where such loss is directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from **Virus or Similar Mechanism** or **Hacking** or **Phishing** or **Denial of Service Attack**.
Proviso to Exclusion b)
save that Covered Loss otherwise falling within this Exclusion b) will not be treated as excluded by Exclusion b) 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 System; 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 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 the you to avoid or diminish such loss; and
 - (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 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 shall (additionally to those exclusions in the definition of "Property" below and anywhere else) exclude:
 - (a) any money (including "Money" as defined in any insurance policy), currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; 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 shall 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.
 - (vi) For the avoidance of doubt, the burden of proof shall be on you to prove or establish all the matters referred to in sub-paragraphs (i) to (ii) above.
- c) Damage or 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 **Nuclear Reactor**.
 - d) any Residential Property insured in the name of a Private Individual

Special Conditions Applicable to Terrorism Insurance

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 shall not apply to Terrorism insurance
3. Any long-term agreement or undertaking applying to this Policy shall not apply to Terrorism insurance.

Section Conditions (also refer to the General Policy Conditions)

The following Conditions apply to this Section and shall keep the same meaning wherever they appear in this Section.

- (1) We may cancel the cover provided by this Section by sending You 30 days written notice to Your last known address. We will refund a proportionate part of any premium paid for the unexpired period provided that there has been no
 - (a) claim(s) made under this Section for which We have made a payment or which are still under consideration
 - (b) incident(s) which You are aware of and are likely to give rise to a claim which has already been or is yet to be reported to us during the current Period of Insurance. If in relation to any claim You have failed to fulfil any of the following conditions, We will not pay that claim.

You must

- (2) declare to Us all property and/or premises owned by You, or for which You are responsible, and, if applicable, all Business Interruption and Book Debt exposures, including all property and/or premises, Business Interruption and Book Debts of subsidiary companies
- (3) purchase Terrorism cover from a Pool Reinsurance Company Limited member company in respect of all
 - (a) such property and/or premises and
 - (b) such Business Interruption and Book Debts unless We agree otherwise in writing

Section I - Commercial Legal Protection (only operative if stated in the *Schedule*)

Important Information relating to this Section

All potential claims must initially be reported to **Our** appropriate Claims Helpline Service (shown below), which operates 24 hours a day, 365 days a year in respect of legal and emergency assistance issues and the hours of 09.00 – 17.00 Monday to Friday excluding Bank Holidays for taxation issues. A legal and taxation advice service is also provided as below.

Legal Claims Notification & Advice Helpline Service

01384 887585

This Helpline Service is only in respect of legal issues and cannot assist with any other insurance matter.

Tax Advice Helpline Service

01455 852034

This Helpline Service is only in respect of taxation issues and cannot assist with any other insurance matter.

Tax Claims Notification Service

01384 377000

This Notification Service is only in respect of Tax claims and cannot assist with any other matter.

Commercial Emergency Service

01384 884109

This Service is in respect of Emergency Assistance only and cannot assist with any other matter.

Any services utilised via this facility are the responsibility of, and must be paid for by, You.

Notes:

(a) The Claims Notification & Legal Helpline Service is not empowered to give advice on the admissibility of any claim under the policy. If **You** wish to make a claim or **You** have a query relating to policy cover, then **You** should contact:

Claims Department
Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5NE

(b) This is a policy where **You** must notify **Us** during the **Period of Insurance** and within 90 days of any circumstances which may give rise to any claim under this policy. Failure to do so could mean that **We** decline to pay a claim for **Your Professional Fees**.

(c) If **You** can convince **Us** that there are sensible prospects of being successful in **Your** claim and that it is reasonable for **Professional Fees** to be paid **We** will:

1. take over the claim on **Your** behalf
2. appoint a specialist of **Our** choice to act on **Your** behalf.

(d) **We** may limit **the Professional Fees** that **We** will pay under the policy where:

1. **We** consider it is unlikely a reasonable settlement of **Your** claim will be obtained
2. there are insufficient prospects of obtaining recovery of any sums claimed
3. the potential settlement amount of **Your** claim is disproportionate compared with the time and expense incurred in pursuing or defending **Your** claim.

Where it may cost **Us** more to handle a claim than the amount in dispute **We** may at **Our** option pay to **You** the amount in dispute which will then constitute the end of the claim under this policy.

(e) If **Legal Proceedings** have been agreed by **Us** **You** may at this stage decide to nominate and use **Your** own solicitor or indeed, **You** may wish to continue to use **Our** own specialists. If **You** decide to nominate **Your** own professional **We** must agree this in advance and **You** will be responsible for any **Professional Fees** in excess of those which **Our** own specialists would normally charge **Us** (details are available upon request).

(f) At conclusion of **Your** claim if **You** are awarded any costs (not **Your** damages), these must be paid to **Us**.

If You engage the services of anyone prior to making contact with the Helpline or Notification Service and incur any costs without Our prior written approval these costs will not be covered by this insurance.

We will not accept responsibility if the Helpline Services fail for reasons beyond Our control.

Section Definitions

(also refer to the Policy Definitions)

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Agent

The Agent appointed by the **Coverholder** to transact this insurance with **You**.

Aspect Enquiry

An enquiry where the Inspector of Taxes enquires into one or more aspects of the self-assessment tax return which may involve clarification of particular entries to detailed consideration of whether those entries have been treated correctly for tax purposes. It may involve a check on the records upon which the particular entries were based.

Authorised Professional

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by **Us** under the terms and conditions of this policy to represent **Your** or an **Insured Person's** interests.

Comprehensive Enquiry

An extensive examination which considers all aspects of the self-assessment tax return. It will involve a comprehensive review by the Inspector of Taxes of all books and records underlying the entries made on the return.

Coverholder

Arc Legal Assistance Ltd

Director

A person duly registered at Companies House as a director of the Business.

Employee

Any of the following people working for **You** in connection with **Your Business**

- (a) any person under a contract of service or apprenticeship with **You**
- (b) any person engaged under a work experience, youth training or similar scheme
- (c) any volunteer worker.

Event

The initial event, act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for indemnity against **Us**.

In-Depth Investigations

A fundamental review of the accounts and the underlying records as signalled by the issue of the relevant departmental notification or as otherwise stated in writing.

Insurers

This insurance is administered by Arc Legal Assistance Ltd and underwritten by Arc Legal Assistance Limited.

Insured Person

The **Policyholder** and the directors, partners, managers and all other **Employees** of **Your Business**.

Legal Proceedings

When formal legal proceedings are issued against an opponent in a Court of Law.

Limit of Indemnity

The sums specified in the **Schedule** being the maximum **We** will pay including Insured **Events** related by time or cause.

National Insurance Contributions (NIC) Dispute

A challenge in writing by HM Revenue & Customs of the accuracy or completeness of returns submitted in accordance with Social Security regulations.

Partner

A person owning all or part of **Your Business**.

Pay As You Earn (PAYE) Dispute

A challenge in writing by HM Revenue & Customs of the accuracy or completeness of returns submitted in accordance with PAYE regulations.

Professional Fees

Legal and accountancy fees including disbursements reasonably and properly incurred by the **Authorised Professional**, with **Our** prior written authority including costs incurred by another party for which **You** are made liable by Court Order, or may pay with **Our** consent in pursuit of a civil claim in the **Territorial Limits** arising from The Cover. **Professional Fees** will include VAT where it cannot be recovered.

Standard Professional Fees

The level of **Professional Fees** that would normally be incurred by **Us** in using a nominated **Authorised Professional** of **Our** choice.

Territorial Limits

In relation Section 4 (excluding sub-section 4) and Section 10 only: the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, Turkey (west of the Bosphorus).

In relation to all other Sections: the United Kingdom, the Channel Islands and the Isle of Man.

Time of Occurrence

Civil Cases: when the **Event** occurred or commenced whichever is the earlier.

Criminal Cases: when **You** or an **Insured Person** commenced or is alleged to have commenced to violate the criminal law in question.

Value Added Tax (VAT) Dispute

A challenge in writing by HM Revenue & Customs of the accuracy or completeness of returns submitted.

We, Us, Our

Arc Legal Assistance Ltd and AmTrust Europe Limited Limited.

The Cover

We will compensate **You**, and where requested by **You**, any other **Insured Person** up to the **Limit of Indemnity** subject to the terms, conditions and exclusions of this policy, against **Professional Fees** arising from an Insured **Event** within the **Territorial Limits** in connection with the **Business** where **You** notify **Us** during the **Period of Insurance** and within 90 days of the **Time of Occurrence** of the **Event**.

What is covered

What is not covered

1. Employment Disputes

Defence of the **Policyholder's** legal rights:

1. prior to the issue of legal proceedings in a court or tribunal following the dismissal of an **Employee** or resolution of unfair dismissal disputes under the ACAS Arbitration Scheme
2. in a dispute with an:
 - (a) **Employee**, ex- **Employee** or trade union acting on behalf of an **Employee** or ex- **Employee** arising from or relating to a contract of employment with **You**
 - (b) **Employee**, ex- **Employee** or prospective **Employee** alleging discrimination under current equality legislation.

Pursuit of the **Policyholder's** legal rights against an **Employee** or ex- **Employee** to recover possession of property owned by or for which the **Policyholder** is responsible.

2. Employment Awards

We will pay, subject to the **Limit of Indemnity**, the compensation or damages payable by **You** to an **Employee** arising from the judgement of a court or tribunal or from a settlement agreed by **Us** (but not from a judgement by default) in any dispute accepted by **Us** as covered by Insured Event - Employment Disputes.

1. **Your** failure to consult or follow **Our** advice/instructions and those of the Legal Advice Helpline Service
2. any dispute where the **Event** arises within the first 30 days of the first **Period of Insurance**
3. where any grievance dismissal or appeal being the subject of the dispute was not carried out in accordance with good Human Resources practice and current employment legislation
4. any dispute with an **Employee** who was subject to:
 - (a) formal or informal written or verbal warnings within 180 days immediately before the first **Period of Insurance**
 - (b) redundancy, alleged redundancy or unfair selection for redundancy arising within the first 180 days of the first **Period of Insurance**
5. any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005

Any claim for indemnity where:

1. any grievance dismissal or appeal being the subject of the dispute was not carried out in accordance with good Human Resources practice and current employment legislation
2. the **Policyholder** has incurred a compensation award by non payment of money due under the relevant contract of employment or statutory provision relating thereto
3. the award is in respect of a redundancy or any money contractually due to an **Employee**
4. the award is in respect of a breach by the **Policyholder** of a fixed term contract
5. the award is in respect of a breach by the **Policyholder** in relation to pregnancy, maternity or paternity rights
6. any compensation or damages or increase ordered by the court or tribunal for failure to comply with a recommendation made, including non-compliance with a reinstatement or re-engagement order
7. the **Policyholder** has incurred a compensation award as a result of a finding of constructive dismissal and as a consequence unfair dismissal.
8. an award is made under the Transfer of Undertakings (Protection of Employment) Regulations 2006.

3. Employee Restrictive Covenant

Any civil action against an **Employee** or ex- **Employee** where such person is in breach or is about to be in breach of a restrictive covenant in such person's contract of employment which restricts the **Employee** or ex- **Employee** from competing with **You** or enticing other **Employees** to leave **Your** employment or approaching or enticing **Your** customers either during or after the termination of the contract of employment by either party.

4. Legal Defence – Insured Person

1. The defence of an **Insured Person** against prosecution in a court of criminal jurisdiction in respect of any act or omission or alleged act or omission:
 - (a) **Preliminary Legal Representation**
We will defend the **Insured Person's** legal rights prior to the issue of **Legal Proceedings** when dealing with the Police or any other statutory body with powers to investigate and bring a criminal prosecution.
 - (b) **Police Station Representation**
Professional Fees incurred in representing an **Insured Person** at a Police Station where they are being interviewed under caution in relation to an alleged criminal act.
 - (c) **Magistrates' Court Representation**

1. any matter where the **Authorised Professional** assesses that reasonable prospects of success do not exist
2. any offence relating to a motor bike/vehicle
3. **Professional Fees** required to be paid by an **Insured Person** in excess of the pre-conviction assessed income based contribution under the Crown Court Means Testing scheme following conviction
4. assessed income based contributions payable by the **Insured Person** towards **Professional Fees** incurred under the Crown Court Means Testing scheme which exceed the **Limit of Indemnity**
5. any **Professional Fees** where the **Insured Person** fails to:
 - (a) apply for a Representation Order under the Crown Court Means Testing scheme

What is covered

Professional Fees incurred in representing an **Insured Person** at a Magistrates' Court.

(d) Crown Court Representation

A sum equal to any assessed income based contribution payable by the **Insured Person** towards **Professional Fees** incurred under the Crown Court Means Testing scheme.

2. The defence of a civil action being taken against **You** for wrongful arrest in connection with an accusation of theft alleged to have been carried out during the **Period of Insurance**
3. The defence of a civil action being taken against an **Insured Person** but not the **Policyholder**:
 - (a) under current equality legislation arising from that person's work as an **Employee**
 - (b) as a trustee of a pension fund set up for the benefit of **Your Employees**
4. Representation of the **Insured Person** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting the **Policyholder's** business
5. The defence of the **Policyholder** against a prosecution brought under the Bribery Act 2010
6. The defence of an **Insured Person's** legal rights following a claim being brought against them for discrimination under current equality legislation whilst acting in their capacity as an employee of the **Policyholder**.

5. Data Protection

Where the Policyholder has requested that cover is provided for the Insured Person we will defend an Insured Person's legal rights in respect of any civil action 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.

6. Contract Dispute

A dispute with a customer or supplier in respect of a contract for the sale, hire, supply or the purchase of goods or services.

7. Tax, VAT, PAYE and NIC Investigations

Professional Fees incurred to represent and negotiate on **Your** behalf with HM Revenue & Customs in respect of a:

1. **Comprehensive** or **Aspect Enquiry**
2. **In-Depth Investigation** arising out of **Your** tax affairs
3. **VAT Dispute**
4. **PAYE Dispute**
5. **NIC Dispute**

As a result of a written enquiry received from HM Revenue & Customs issued in accordance with the relevant Act of Parliament.

Provided that in relation to an **Aspect Enquiry**, cover is limited to a maximum of £2,000 and an excess of £200 applies.

Cover extends to investigations instigated by HM Revenue & Customs into the personal tax affairs of a **Director**.

What is not covered

- (b) submit any required information under the Crown Court Means Testing scheme
 - (c) comply with the terms of the Representation Order
 - (d) use a representative that can act under the terms of a Representation Order under the Crown Court Means Testing scheme
6. the defence of any action, enforcement, or recovery of sums payable against an **Insured Person** under the terms of or for a breach of the terms and conditions of a Representation Order under the Crown Court Means Testing scheme
 7. any prosecution brought under the Bribery Act where the **Policyholder** does not have adequate policies and systems in place to prevent bribery.

Excluding:-

1. any claims relating to the loss, alteration, corruption, distortion of or damage to stored personal data;
2. any claims relating to 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 programme that contains any malicious or damaging code, computer virus or similar mechanism;
3. we will not cover the cost of fines imposed by the Information Commissioner or any other regulatory and/or criminal body.

Any claim relating to:

1. a sum in dispute of less than £5,000
2. a lease, licence or tenancy of land or buildings
3. a contract of employment
4. arbitration arising out of an arbitration clause in any contract
5. a breach or alleged breach of professional duty by an **Insured Person**
6. the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists
7. the sale, purchase, hire or provision of computer hardware, software systems or services.

Any claims for Indemnity in respect of or arising out of:

1. **Professional Fees** in any claim involving criminal proceedings, alleged fraudulent evasion of tax, misstatement with the intent to deceive, tax avoidance schemes and any case dealt with by a Special Compliance Office, Boards Investigations Office or any other special office of HM Revenue & Customs
2. claims which originate from any enquiry, investigation or dispute which existed before the **Period of Insurance** including any dispute or enquiry where the accounts submitted are being investigated solely because earlier books, records or returns have been investigated or are already under query
3. the costs of making good any deficiencies in books, records, accounts or returns including the costs of repairing a return
4. costs of appeals which **We** have not approved
5. fees and disbursements payable to an accountant, firm of accountants or person not approved by **Us**
6. technical or routine treatment of matters not connected with or arising out of an expression of dissatisfaction of **Your** affairs
7. pre notification costs
8. any dispute or enquiry where dishonesty, fraud or fraudulent intent is alleged
9. normal reconciliation of the annual accounts and VAT returns
10. any enquiry undertaken under the relevant section the Finance Act relating to VAT evasion.

8. Property Protection

1. Any civil action relating to material property, owned by **You** or for which **You** are responsible, arising out of an alleged or actual negligent act or omission or any nuisance, trespass or criminal damage by a third party which causes or could cause physical damage to such material property or pecuniary loss to **You**
2. Any civil action between **You** and **Your** landlord under the terms of a lease or tenancy agreement applying to **Your** business premises.

9. Licence Protection

An appeal or representation to the relevant statutory or regulatory authority, court, tribunal or other mandatory body following an act, or omission or alleged act or omission which leads to the suspending, revoking, altering the terms of or refusing to renew any of **Your** licence(s) issued under statute or statutory instrument or by the government or local authority to **You** where such licence is necessary to engage in **Your Business** or trade.

10. Personal Injury

Death of or bodily injury to an **Insured Person** and or their family members caused by negligence.

11. Jury Service and Attendance Expenses

The actual loss of the salary or wages of an **Insured Person** for the time off work to attend:

1. any court or tribunal hearing as requested by the **Authorised Professional**
 2. any court hearing as a defendant of an admitted claim under this insurance
 3. a court for jury service
- provided that such salary or wages are not recoverable from the relevant court, tribunal or **Insured Person's** employer.

12. Motor Uninsured Loss Recovery

A road accident which occurred in the **Territorial Limits** during the **Period of Insurance** involving a motor vehicle being driven by a **Director** of the **Policyholder**, or a **Partner** of the **Business** and resulting in:

1. the death of or bodily injury to the **Director/Partner**
2. uninsured losses being incurred by the **Director/Partner**.

1. a contract made between **You** and a third party
2. goods in transit or goods lent or hired to third parties
3. goods at premises other than those occupied by **You** unless they are at such premises for the purpose of installation or use in work to be carried out by **You**
4. mining subsidence
5. disputes relating to rent and service charges and any relevant taxes
6. compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on, or **Damage** to, any property
7. disputes with local or government authorities.

1. an original application or application for renewal
2. any licence in respect of which an appeal or representation was made in the twelve months immediately preceding the first **Period of Insurance**
3. any motor vehicle or driving licence.

Excluding any claim relating to:

1. any illness (including stress related conditions) naturally occurring condition or degenerative process which develops gradually and is not caused by a specific or sudden accident
2. the defence of an **Insured Person** other than the defence of a counter-claim or an appeal against judgement.

1. any claim where an **Insured Person** (not being **You**) is driving under a 'driving other cars' extension to their motor insurance policy
2. claims arising out of the use of an insured vehicle by an **Insured Person** for racing, rallies, trials or competitions of any kind
3. travelling expenses, subsistence allowance, or compensation for absence from work in pursuit of an **Insured Person's** claim
4. any claim if an **Insured Person** has never held (or has been disqualified from holding or obtaining) a driving licence at the time of the **Event**
5. any claim arising from a contractual relationship
6. claims made by an **Insured Person** against any authorised passenger in the vehicle
7. claims for passengers where there is a conflict of interest between **You** or the authorised driver and any other passenger(s).

Section Exclusions

(also refer to the General Policy Exclusions)

The following Exclusions apply to this Section and shall keep the same meaning wherever they appear in the Section.

This Section does not cover:

1. **Professional Fees** incurred:
 - (a) in respect of any **Event** where the **Time of Occurrence** commenced prior to the commencement of the insurance
 - (b) before **Our** written acceptance of a claim
 - (c) before **Our** approval or beyond those for which **We** have given **Our** approval
 - (d) where **You** fail to give proper instructions in due time to **Us** or to the **Authorised Professional**
 - (e) where **You** are responsible for anything which in **Our** opinion prejudices **Your** case
 - (f) if **You** withdraw instructions from the **Authorised Professional**, fail to respond to the **Authorised Professional** or withdraw from the legal proceedings or the **Authorised Professional** refuses to continue to act for **You**
 - (g) where **You** decide that **You** no longer wish to pursue **Your** claim as a result of disinclination. All costs incurred up until this stage will become **Your** responsibility
 - (h) in respect of the amount in excess of **Our Standard Professional Fees** where **You** have elected to use an **Authorised Professional** of **Your** own choice.
2. the pursuit, continued pursuit or defence of any claim if **We** consider it is unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred
3. claims which are conducted by **You** in a manner different from the advice or proper instructions of **Us** or the **Authorised Representatives**
4. appeals unless **You** notify **Us** in writing of **Your** wish to appeal at least six working days before the deadline for giving notice of the appeal expires and **We** consider the appeal to have a reasonable chance of success
5. any **Professional Fees** and expenses that can be recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected
6. damages, fines or other penalties **You** are ordered to pay by a court tribunal or arbitrator other than as insured under The Cover - Employment Awards
7. claims arising from an **Event** as a result of **Your** deliberate act, omission or misrepresentation
8. any dispute relating to written or verbal remarks which damage **Your** reputation
9. any **Professional Fees** relating to **Your** alleged dishonesty, criminal act, or violent behaviour
10. **Professional Fees** arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to **Your** own requirements
11. **Legal Proceedings** outside the United Kingdom and proceedings in constitutional international or supranational courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights
12. a dispute which relates to any compensation or amount payable under a contract of insurance
13. a dispute with **Us** not dealt with under the Arbitration Condition
14. any dispute relating to patents, copyrights, trade or service marks, registered designs passing off intellectual property trade secrets or confidential information
15. an application for judicial review
16. claims which do not arise in connection with or from the conduct of the **Business**
17. any **Professional Fees** incurred in defending or pursuing new areas of law or test cases
18. any matter in respect of which an **Insured Person** is entitled to Legal Aid where **Our** liability shall be limited to the sum equal to any assessed income based contribution payable by the **Insured Person** towards **Professional Fees** incurred under the Crown Court Means Testing scheme
19. any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial services or products
20. any direct or indirect liability, loss or damage caused:
 - to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
 - by computer viruses.This does not apply to legal proceedings connected with claiming compensation following **Your** death or bodily injury.
21. any claim or expense of any kind caused directly or indirectly by:
 - ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
22. any loss or damage caused by any sort of war, invasion or revolution
23. any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound;
24. any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism. For the purpose of this exclusion, "terrorism" means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

Section Conditions

(also refer to the General Policy Conditions)

The following Conditions apply to this Section and shall keep the same meaning wherever they appear in the Section.

1. Arbitration

If there is a dispute between **You** and **Us**, which is not resolved by the policy, either side may refer it to the arbitration of an independent arbitrator who will be either a solicitor or barrister to be agreed by the two sides. If no agreement can be reached the Law Society shall name an arbitrator. The arbitrator's decision will be final and binding on both sides. The arbitration will be governed by the rules set out in the Arbitration Acts then in force.

2. Claims

You must tell **Us** in writing within 90 days about any matter which could result in a claim being made under this policy, and must obtain in writing **Our** consent to incur **Professional Fees**.

We will give such consent if **You** can satisfy **Us** that there are sufficient prospects of success in pursuing or defending **Your** claim and that it is reasonable for **Professional Fees** to be paid and **You** have paid the **Excess**.

We may require (at **Our** discretion) **You** at **Your** expense, to obtain the opinion of an expert or counsel on the merits or continued merits of a claim or legal proceedings. If **We** subsequently agree to accept or continue with the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim **We** decide that:

- (a) **Your** prospects of success are insufficient
- (b) it would be better for **You** to take a different course of action
- (c) **We** cannot agree to the claim

We will write to **You** giving **Our** reasons and **We** will not then be bound to pay any further **Professional Fees** for this claim.

We may limit any **Professional Fees** that **We** will pay under the policy in the pursuit, continued pursuit or defence of any claim:

1. if **We** consider it is unlikely a reasonable settlement will be obtained
2. where there is insufficient prospects of obtaining recovery of any sums claimed
3. where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement.

Alternatively, where it may cost **Us** more to handle a claim than the amount in dispute **We** may at **Our** option pay to **You** the amount in dispute which shall be deemed to represent full and final settlement under this policy.

In the event that **You** make a claim under this policy which **You** subsequently discontinue due to **Your** own disinclination to proceed, any legal costs incurred to date will become **Your** own responsibility and will be required to be repaid to the **Insurers**.

Bspoke Commercial Limited is an Insurer's agent and in the matters of a claim act on behalf of the **Insurers**.

3. Representation

We will take over and conduct in **Your** name the prosecution, pursuit, defence or settlement of any claim. The **Authorised Professional** nominated and appointed by **Us** will act on **Your** behalf and **You** must accept **Our** nomination.

If **Legal Proceedings** have been agreed by **Us**, **You** may nominate **Your** own **Authorised Professional** whose name and address **You** must submit to **Us**. In selecting **Your Authorised Professional** **You** shall have regard to the common law duty to minimise the cost for **Your** claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Policy Conditions.

Where **You** have elected to use **Your** own nominated **Authorised Professional** **You** will be responsible for any **Professional Fees** in excess of **Our Standard Professional Fees**.

4. Conduct of Claim

- (a) **You** shall at all times co-operate with **Us** and give to **Us** and the **Authorised Professional** evidence, documents and information of all material developments and shall attend upon the **Authorised Professional** when so requested at **Your** own expense
- (b) **We** shall have direct access at all times to and shall be entitled to obtain from the **Authorised Professional** any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **You** shall give any instructions to the **Authorised Professional** which may be required for this purpose. **You** or **Your Authorised Professional** shall notify **Us** immediately in writing of any offer or payment into Court made with a view to settlement
- (c) **We** will not be bound by any promise or undertaking given by **You** to the **Authorised Professional** or by either of **You** to any court, witness, expert or agent or other Person without **Our** agreement.

5. Fraud

You must not act in a fraudulent way. If you or anyone acting for you:

- fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
- fails to reveal or hides a fact likely to influence the cover we provide;
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage you caused deliberately or with your knowledge.

If your claim is in any way dishonest or exaggerated, we will not pay any benefit under this policy or return any premium to you and we may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against you and inform the appropriate authorities.

6. Recovery of Costs

You should take all reasonable steps to recover costs and expenses. If another person is ordered, or agrees, to pay **You** all or any costs and expenses, charges or compensation **You** will do everything possible (subject to **Our** directions) to recover the money and hold it on **Our** behalf. If payment is made by instalments these will be paid to **Us** until **We** have recovered the total amount that the other person was ordered, or agreed to pay by way of costs.

7. Reasonable Care

You must take all reasonable steps to prevent incidents that may give rise to a claim and to minimise the amount payable by **Us**.

8. Acts of Parliament

Any reference to any Act of Parliament within this policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland, the Isle of Man, the Channel Islands and under European Law where applied in the United Kingdom.

9. Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

10. Helpline Service

You must consult the Legal Advice Helpline Service immediately **You** are aware of an employment dispute or potential dispute or when any action that **You** may take could lead to a dispute. If **You** are in any doubt contact should be made with the Helpline – 01384 887585 - for advice and guidance prior to taking any action. Failure to comply with this requirement may lead **Us** to decline a claim under this policy.

11. Observance

Our Liability to make any payment under this policy will be conditional on **You** complying with the terms and Conditions of this insurance.

12. Privacy and Data Protection Notice

1. Data Protection

Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit www.arclegal.co.uk

2. How We Use Your Personal Data and Who We Share it With

We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

4. Disclosure of Your Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5. International Transfers of Data

The personal data that **We** collect from **You** may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). **We** currently transfer personal data outside of the UK and EEA to the USA and Israel. Where **We** transfer **Your** personal data outside of the UK and EEA, **We** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

6. Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

7. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

A copy of this **Insurer's** privacy policy is available to view at:

<https://www.amtrustinternational.com/legal/privacy-cookies/>

13. Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the **Policyholder's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

14. Compensation Scheme

AmTrust Europe Limited is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if **We** cannot meet **Our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

15. Complaints Procedure

In the event of a complaint arising under this insurance, **You** should in the first instance contact Arc Legal Assistance Ltd.



Write to **Us** at: -

Arc Legal Assistance Limited
PO Box 8921
Colchester
CO4 5NE



Email **Us** at: -

customerservice@arclegal.co.uk



Call **Us** on: -

01206 615000

Please ensure **Your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Tel: 0300 123 9 123

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

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about your statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

Authorisation

This policy is administered by Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Europe Limited, Registered Office: Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk.

Section J - Key Person

The Cover

This cover will provide a benefit to **You** should the Owner, Senior Partner, Chief Executive Officer and/or Managing Director and/or major shareholder (first **Insured Person**) suffer **Sickness** or **Injury** resulting in them being unable to perform their normal duties. The policy coverage will reimburse **You** for costs incurred associated with recruiting a temporary replacement for this **Insured Person**. The limits of Coverage will be detailed on the **Schedule**.

Part 1 - Section Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Accident

A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the **Policy Period**. **Accident** shall also include:

- (a) exposure resulting from a mishap to a conveyance in which the **Insured Person** is travelling
- (b) disappearance during the **Policy Period**. If the **Insured Person** is not found within twelve months of disappearing, and sufficient evidence is produced satisfactory to **Us** that leads inevitably to the conclusion that the **Insured Person** has sustained **Injury** and that such **Injury** has caused the **Insured Person's** death, then **We** shall forthwith pay any death benefit, where applicable, under this Policy, provided that the **Policyholder** to whom such sum is paid shall sign an undertaking to refund such sum to **Us** if the **Insured Person** is subsequently found to be living.

Accidental Death

The death of an **Insured Person** caused by an **Accident**, such death must occur within twelve months following the date of the **Accident**.

Additional Limits of Coverage

You may purchase additional limits of coverage for the **Insured Person** as long as the **Insured Person**, at the time the additional limits are purchased:

- (a) is not over the age of 65
- (b) works at least 25 hours per week
- (c) does not engage in manual labour as a normal duty of daily responsibility.

Business Overhead Expenses

Your share of the usual and customary business expenses incurred by **You** on a regular basis which are necessary to **Your** established business operation and which are incurred after the **Insured Person** has satisfied the **Waiting Period**. Any **Business Overhead Expenses** which are payable at intervals greater than monthly shall be deemed to apply proportionately over the period that they cover. **Business Overhead Expenses** shall be limited to:

- (a) Rent
- (b) Utilities
- (c) Telephone rental
- (d) Employee Wages
- (e) Leased equipment
- (f) Rental equipment.

Covered Expenses

Those business expenses defined further in Part 2 which are actually incurred and paid by **You** and are eligible for reimbursement up to the limits set forth in Part 2.

Date of Issue

The first **Inception Date** from when this cover was bought.

Disability or Disabled

Refers to continuing periods of **Total Disability**.

Doctor

Any currently registered / licensed Medical General Practitioner or Consultant who is currently licensed or registered in the United Kingdom by the BMA or other appropriate medical body and who is practising in the United Kingdom; such **Doctor** cannot be a member of the immediate family of any **Insured Person**

Doctor's Care

The regular and personal care of a **Doctor** which, under prevailing medical standards, is appropriate for the condition causing the **Disability**. Such care must be:

1. consistent with the nature of the disabling condition
2. intended to return the **Insured Person** to gainful employment. **We** may waive this second requirement, based solely on our judgment, depending on the severity of the **Insured Person's** disabling condition and prospects of recovery.

We may require a written plan of care from the **Insured Person's Doctor**.

Inception Date

The date that the **Policy** becomes effective. It is the beginning of the **Policy Period** (or **Period of Insurance** as shown on the **Schedule**.)

Injury

Accidental bodily injury sustained during the **Policy Period**.

Insured Person

The **Insured Person** is covered for the **Maximum Policy Benefit** unless **You** purchase **Additional Limits of Coverage** in compliance with terms of this Policy. The **Insured Person** is the highest-ranking executive official of the **Policyholder**. In the absence of an **Insured Person** Designation Form that has been accepted by **Us**, the **Insured Person** is defined as follows:

1. If the **Policyholder** is a corporation, the **Insured Person** shall be the individual occupying the following office:
 - (a) Chief Executive Officer
 - (b) if the office of Chief Executive Officer does not exist, the Managing Director
 - (c) if the offices of Chief Executive Officer or Managing Director do not exist, then the person who is the largest holder of individually owned shares of the corporation and holds ongoing active (wage-earning) employment with the corporation.

In all such cases, the corporation will be required to show by pre-existing corporate records, such as corporate resolutions, board of directors minutes, or other appropriate authentic documentation, that such person held such office or had attained such a level of shareholdings (and active employment) prior to the advent of the **Disability** which provides the basis for the claim. If there is no such person who holds any of the positions described above, then the **Policyholder** may designate by name an **Employee** of like standing in the corporation provided the same is submitted in writing and approved by **Us** prior to the advent of a **Disability** claim. Where no such designation by name is made and there are two or more persons at the highest executive level, then the policy limits and benefits hereunder shall be reduced pro rata among such individuals.

2. If the **Policyholder** is a partnership, the **Insured Person** shall be the individual occupying the following office:
 - (a) General Partner;
 - (b) If no such office exists, or if the General Partner is not an individual person, then the Chief Executive of the partnership;
 - (c) If the office of Chief Executive of the partnership does not exist, then the Managing Partner of the partnership;
 - (d) If the above described offices do not exist, then the individual person who owns the largest share of the partnership and holds ongoing active (wage-earning) employment with the partnership.

In all such cases, **You** will be required to show, by pre-existing records, such as resolutions, partnership meeting minutes, or other appropriate authentic documentation that such person held such office or had attained such a level of partnership interest (and active employment) prior to the advent of the **Disability** which provides the basis for the claim. If there is no such person who holds any of the positions described above, then **You** may designate by name an **Insured Person** of like standing in the partnership provided same is submitted in writing and approved by **Us** prior to the advent of a **Disability** claim. Where no such designation by name is made and there are two or more persons at the highest executive level, then the Policy limits and benefits hereunder shall be reduced pro rata among such individuals.

3. If the **Policyholder** is an individual or sole proprietor, the **Insured Person** is that individual or sole proprietor.

We may agree to cover up to three additional **Employees** of the **Policyholder** as additional **Insured Persons** in respect of any **Policyholder** at **Our** sole discretion. Such cover will be subject to prior submission by **You** and agreement by **Us** of an **Insured Person** Designation Form in respect of each additional **Insured Person**. **You** may add coverage at limits not exceeding those limits pertaining to **You** for the **Insured Persons**, as long as each additional **Insured Person**, named in the **Schedule** as an **Additional Insured Person**:

- (a) is not over the age of 65 at the effective date; and
- (b) works at least 25 hours per week; and
- (c) does not engage in manual labour as a normal duty of daily responsibility.

Maximum Benefit Period

The longest aggregate period of time for which **We** will pay benefits for all periods of **Disability**, including all concurrent and recurrent **Disabilities**. The **Maximum Benefit Period** is 12 months.

Maximum Policy Benefit

The most **We** will pay per person for **Accidental Death** and all periods of **Disability** combined, including all concurrent and recurrent **Disabilities** and for covered expenses in total. It is shown on the **Schedule**.

Mental Disorder and/or Substance Abuse Disorder

Any disorder classified in the Diagnostic and Statistical Manual of Mental Disorders (ICD - 10 or any replacement to such manual nominated by the Royal College of Psychiatrists), whether psychotic, emotional, behavioural or related to drug abuse, and dependency.

Monthly Benefit

1/12th, per month, of the **Maximum Policy Benefit**.

Permanent Total Disability

That the **Insured Person** has suffered continuous **Total Disability** for the duration of the twelve month **Permanent Total Disablement Waiting Period** and will be wholly prevented for the remainder of his or her life from performing the normal duties pertaining to his or her occupation.

Permanent Total Disablement Waiting Period

The period of twelve months beyond the initial **Waiting Period** of 60 days and during which the **Insured Person** must be continuously **Totally Disabled** before any claim for **Permanent Total Disability** will be considered.

Policy Period

The period of time for which this policy is issued. The **Policy Period** is shown on the **Schedule** as the **Period of Insurance**.

Regular Occupation

The occupation or occupations in which the **Insured Person** is regularly engaged at the time he or she becomes **Disabled**.

Sickness

The physical sickness or disease which first manifests itself during the **Policy Period**. It does not include **Total Disability** due to normal pregnancy, childbirth, miscarriage or abortion, or due to complications of pregnancy, childbirth, miscarriage or abortion. It does not include a **Mental Disorder and/or Substance Abuse Disorder**.

Total Disability or Totally Disabled

Because of **Accident, Injury** or **Sickness**, the **Insured Person**:

(a) is not able to perform the normal duties of his or her **Regular Occupation**

(b) is receiving appropriate medical care, under the care of a **Doctor**. **We** will waive this requirement if **We** receive written proof acceptable to **Us** that the

Total Disability is reasonably expected to continue without interruption until the **Insured Person** dies.

In no event will the loss of a professional or occupational license, in itself, constitute disability.

Waiting Period

The length of time the **Insured Person** must be **Totally Disabled** before the benefits of the **Policy** will be paid. The **Waiting Period** is 60 days.

You / Your / Insured / Policyholder

The business entity, shown on the **Schedule** as the **Insured**. If there is a dispute of legal control of the **Policyholder**, the **Policyholder** will be determined by **Us** using applicable commercial law.

Part 2 - Benefit Provisions

Total Disability Benefit

If the **Insured Person** becomes **Totally Disabled** as a result of **Injury** or **Sickness**, **We** will reimburse **You** for the **Covered Expenses** defined below. After calculating the benefits the **Monthly Benefit** will be paid for each month the **Insured Person** remains **Totally Disabled**, but not beyond the **Maximum Benefit Period** detailed above. The most **We** will reimburse **You** for all periods of **Total Disability** is the **Maximum Policy Benefit** shown on the **Schedule**.

We will reimburse **You** by paying the benefits of the policy when the **Waiting Period** has expired. Except as otherwise provided in this Part 2, **We** will reimburse **Covered Expenses** incurred during the **Waiting Period**. Benefits will continue while the **Insured Person** remains **Totally Disabled** and if proof of continued **Disability** is given to **Us**.

Covered Expenses

We will reimburse **You** for the actual costs for the **Covered Expenses** listed below incurred to find, hire and pay a person to replace the **Insured Person** and to perform the duties of the **Insured Person** at the percentages shown below. **You** may decide to replace the **Insured Person** with a person who is one of **Your** staff members. If so, **Covered Expenses** will apply to the costs of replacing that staff member.

We will not reimburse **You** for any expense of any person contracted or hired to replace the **Insured Person** if such person is related to the **Insured Person** by blood, marriage or adoption. To be reimbursed:

(a) the **Covered Expenses** must be generally accepted as a tax-deductible business expense; and

(b) **You** must submit proof that the **Covered Expenses** were both incurred and paid by **You**.

Covered Expenses reimbursed by the policy are limited to the following:

1. 100% of fees paid pursuant to a written agreement with an executive recruiter or a search firm retained to locate a person to replace the **Insured Person**, provided the agreement between **You** and the executive recruiter or search firm:

(a) is on a contingent basis;

(b) conforms to employment industry standards; and

(c) is subject to prior written approval by **Us**.

The selection of the executive recruiter or search firm will be at **Your** sole discretion.

2. 100% of reasonable legal fees to negotiate and finalise an employment contract with the person hired to replace the **Insured Person**. Such fees are subject to prior written approval by **Us**.

3. After the **Waiting Period**, the percentage of the gross salary that has been paid to the person contracted or hired to replace the **Insured Person** as follows:

(a) 90% for the period during which the **Insured Person** is **Totally Disabled** and

(b) 85% for the period, if any, after the **Insured Person** ceases to be **Totally Disabled**

Subject to the **Maximum Benefit Period** and **Maximum Policy Benefit**.

In the event that **You** elect to contract or hire a person to replace the **Insured Person** then **You** shall be entitled to reimbursement in respect of the contract or hire of a person for a period or periods equal to a minimum aggregate period of six months under subparagraphs 3(a) and 3(b) above combined.

Salary for the purpose of this paragraph does not include bonus, overtime or other special compensation. It does include all income and employee and employer National Insurance Contributions, and applicable employee benefit costs as agreed to by **You** and **Us**. In no event will the amount **We** reimburse each month be more than the **Monthly Benefit**. Any benefit payable hereunder for a period of less than a full month will be determined on a pro rata basis and will be payable at the daily rate of 1/30th of the **Monthly Benefit**.

4. 100% of actual advertising charges incurred by **You** to find a replacement person. **We** will not reimburse **You** if an executive recruiter or a search firm makes a separate charge for these expenses.

5. 100% of travel, food and lodging costs incurred by persons who interview to replace the **Insured Person**. In no event will the amount **We** reimburse for travel, food and lodging be more than £5,000 in the aggregate.

6. 100% of moving expenses of the person hired to replace the **Insured Person**, if the move is deemed necessary by **Us** and such expenses can be included on the replacement individual's income tax return. In no event will the amount **We** reimburse be more than £5,000.

7. **You** are permitted to use a portion of the **Monthly Benefit** to obtain reimbursement for **Business Overhead Expenses** incurred after the expiration of the **Waiting Period** and prior to a replacement commencing his or her duties. The amount recoverable for **Business Overhead Expenses** per month shall not exceed 15% of the **Monthly Benefit** amount or £4,500, whichever is the lesser, and shall be payable for a maximum period of 12 months in all.

All benefits payable under provision 7 above shall be paid monthly and will reduce the amount of the **Maximum Policy Benefit** that remains available to pay any other form of benefit under this Policy.

Permanent Total Disability Benefit

If an **Insured Person** suffers **Permanent Total Disability** as a result of **Injury** or **Sickness**, **We** will pay a lump sum benefit as set forth herein. To be eligible, the **Insured Person** must satisfy the **Permanent Total Disablement Waiting Period**. The **Permanent Total Disability** Benefit shall be equal to fifty percent (50%) of the unused portion (if any) of the **Maximum Policy Benefit** that remains under this policy at the time of the expiration of the **Permanent Total Disablement Waiting Period**.

Accidental Death

The most **We** will pay **You** in the event of **Accidental Death** of the **Insured Person** is £5,000.

End of Benefits

No benefits will be provided by the policy after the **Maximum Policy Benefit** has been reached, or for all periods of **Total Disability**, after the **Maximum Benefit Period** has been reached other than the **Permanent Total Disability Benefit** if applicable.

If the **Insured Person** dies or no longer meets the definition of **Total Disability**, benefits will end, except as described in subparagraph 3(b).

Benefits will also end on the earliest of:

1. the date the **Insured Person** is no longer employed by **You**
2. the date there is a change in more than 50% of the ownership of **You**
3. the date **You** cease active operation
4. the date the person hired to replace the **Insured Person** has ceased his or her employment with **You** in such capacity prior to the **Insured Person's** recovery from **Total Disability**.

End of Coverage

Coverage under this Section will end on the earliest of:

1. the last day of the period for which premium has been paid
2. the date the **Insured Person** is no longer employed by the **Policyholder**
3. the date there is a change in more than 50% of the ownership of the **Policyholder**
4. the date **You** cease active operation (except for **Permanent Total Disablement** benefit)
5. the end of the **Policy Period**, provided the policy is not renewed.

Part 3 - Exclusions and Limitations

Exclusions

We will not pay benefits for any **Total Disability** which, directly or indirectly, is:

1. caused by an act or accident of war, whether declared or undeclared
2. caused by normal pregnancy, childbirth, miscarriage or abortion, or due to complications of pregnancy, childbirth, miscarriage or abortion
3. for any period for which the **Insured Person** is imprisoned
4. caused by an **Injury** which occurs while the **Insured Person** is committing a crime or attempting to commit a crime, or while the **Insured Person** is taking part in an illegal activity
5. caused by a **Mental Disorder and/or a Substance Abuse Disorder**
6. caused by the **Insured Person's** active participation in a riot, demonstration or any other act which offends the public order
7. caused by an intentionally self-inflicted Injury or attempted suicide
8. for a condition which **We** have excluded by name or specific description on the **Schedule** or by rider
9. caused by a Pre-Existing condition (see below).

Pre-Existing Condition Limitation

We will not pay benefits for **Total Disability** which is caused by a Pre-Existing Condition. A Pre-Existing Condition means a physical **Injury** or **Sickness** or other condition which caused the **Insured Person**, within 36 months prior to the **Inception Date**:

1. to seek diagnosis, advice, or to consult a **Doctor**
2. to receive **Doctor's** care, medical care, treatment, services or supplies from a **Doctor** or other licensed or registered health care provider
3. to take legally prescribed drugs or medicine.

A Pre-Existing Condition also means **Injury** or **Sickness**, or a physical condition for which, prior to the **Inception Date**, symptoms existed that would cause an ordinarily prudent person to seek medical attention.

Air Travel Limitation

We will not pay benefits if the **Insured Person** becomes **Totally Disabled** while operating, learning to operate or serving as a pilot or crew member of any aircraft. **We** will not pay benefits if the **Insured Person** is riding in an aircraft used for crop-dusting, seeding, skywriting, racing, exploration, or any purpose other than transportation.

Part 4 - Recurrent and Concurrent Disability

Recurrent Disability

If, after the end of **Total Disability**, the **Insured Person** becomes **Totally Disabled** again, the later period of **Total Disability** will be deemed a continuation of the prior period of **Total Disability** unless:

1. the **Insured Person** has returned to work full time at his or her occupation and performed all the primary duties of that occupation; and either
2. the later period of **Total Disability** begins more than 6 months after the end of the prior period of **Total Disability**; or
3. the new **Total Disability** is due to a different and unrelated cause,

in which case the later period of **Total Disability** will be considered a new period of **Total Disability** for determining a **Waiting Period**.

In no event will **We** reimburse **You** for more than the **Maximum Policy Benefit** or for longer than the **Maximum Benefit Period** for all periods of **Total Disability**.

Concurrent Disability

If a **Total Disability** is caused by more than one **Injury** or **Sickness**, or from both, **We** will reimburse **You** for only one **Total Disability**. **We** will not pay:

1. more than one benefit for any period of **Total Disability**; or
2. longer than the **Maximum Benefit Period** for any period of **Total Disability**; or
3. more than the **Maximum Policy Benefit** for any period of **Total Disability**.

Part 5 - Claims

Time of Disability

To be eligible for payment under this policy, all **Total Disabilities** must start while the policy is in force.

Written Notice of Claim

Written notice of claim must be given to **Us** by the **Policyholder** within 30 days after the date **Total Disability** starts or disappearance is discovered. If this cannot reasonably be done, then notice of claim must be given as soon as is reasonably possible. The written notice of claim will be sufficient if it identifies **You**, the **Insured Person** and the **Injury** or **Sickness** and is sent to **Us**.

Claim Forms

After **We** receive the written notice of a claim, **We** will send **You Our** proof of **Total Disability** forms within 15 days. If **We** do not, **You** will meet the written proof of **Disability** requirements if **You** send **Us**, within the time set forth below, a written statement of the nature and extent of the **Total Disability**.

Written Proof of Total Disability

Written proof of **Total Disability** must be sent to **Us** within 30 days after the end of the **Waiting Period**. If that is not reasonably possible, the claim will not be affected provided proof is furnished as soon as reasonably possible. **You** must provide **Us** with written proof within six months of the date it was required.

We can also periodically require proof from the **Policyholder** that the **Total Disability** is continuing. This proof must be given to **Us** as often as **We** may reasonably request. Failure to cooperate in the claims process or provide such proof, including submission to a physical examination, may result in loss of benefits.

Physical Examinations

At **Our** expense, **We** can have a **Doctor** of **Our** choice examine the **Insured Person** as often as **We** may reasonably require while the **Total Disability** claim is pending or continuing. A representative of **Us** may also conduct a personal interview with the **Insured Person** as often as **We** deem it reasonably necessary.

Choice of Doctor

The **Insured Person** is free to choose any **Doctor**.

Time of Claims Payment

After **We** receive satisfactory written proof of **Total Disability**, and after the applicable **Waiting Period**, **We** will reimburse **You** for any **Covered Expenses**, with the exception of those expenses in Part 2, Benefits Provisions, item number 3 which will be paid at the end of each month.

Payment of Claims

All benefits will be paid to **You**.

Part 6 - General Provisions

Assignment

We will not be bound by an assignment of the policy.

Loss Payee

At **Our** discretion **We** may pay the benefits of this policy to a third party as **You** may direct.

Entire Contract

This policy is the entire contract between **You** and **Us**.

Incontestability

We will not be able to reduce or deny any claim for **Total Disability** which starts after two years from the **Date of Issue** because the **Sickness** or physical condition existed before the **Inception Date**. There is one exception. **We** will reduce or deny the claim if the **Sickness** or physical condition is specifically excluded from coverage when the loss occurs.

Legal Action

No person may bring legal action against **Us** earlier than 60 days from the date written proof of **Total Disability** is given to **Us**. No person may bring legal action more than 3 years from the date written proof of **Total Disability** is required by the policy.

Additional Conditions

1. This cover shall be void in the event of misrepresentation in any material circumstance
2. All benefits under this Section shall be forfeit in the event of a claim being submitted which is exaggerated or fraudulent
3. Regardless of any contributory cause(s), this insurance does not cover any claim(s) in any way caused or contributed to by an act of **Terrorism** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

4. This Section does not cover any loss directly or indirectly caused by or contributed to by or arising from:
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Section K - Equipment Breakdown

Details about the Regulator and Insurer

HSB Engineering Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA register number 202738.

The Registered Office of HSB Engineering Insurance Limited is Chancery Place, 50 Brown Street, Manchester, M2 2JT
Registered in England and Wales, number 02396114.

How We use Your information

We are the controller of any personal information (for example, names, addresses, telephone numbers, job titles or dates of birth) **You** provide to us, or which is processed in connection with **Your** policy. **We** collect and process information about **You** that we consider to be necessary in order to make decisions about the cover **We** provide to **You**, any claims **You** make, or to detect and prevent fraud. **We** also may record incoming and outgoing telephone calls with **You** for training, monitoring and quality control purposes.

We may share **Your** information with, and obtain information about **You** from, companies within the Munich Re Group, other insurers, brokers, loss adjusters, credit reference agencies, fraud prevention agencies or other third parties who provide services on **Our** behalf.

For further details on how **Your** information is used and your rights in relation to **Your** information, please see **Our** Privacy statement at

<https://www.munichre.com/HSBEIL>.

The above firms' FCA details can be checked on the Financial Services Register by visiting the FCA website: www.fca.org.uk or by contacting the FCA on 0800 111 6768.

Insuring Agreement

Subject to all of the provisions stated herein and in the policy of which this endorsement / Section is intended to be part **We** agrees to provide insurance for direct physical loss or damage and any specified consequential loss from an **accident to covered equipment** owned by **You** or for which **You** are responsible subject to a maximum liability of £5,000,000 for any one **accident**. Within this amount **Our** liability shall not exceed

- a) £500,000 for any one **accident to computer equipment** whilst at the premises specified in the Schedule
- b) £5,000 for any one **accident to portable computer equipment** anywhere in the world

This cover will apply only where the Material Damage and Business Interruption sections of the policy are shown as effective under the Policy Schedule for the current Period of Insurance

Definitions

Each time any of the following words or phrases appear in this section in **bold italic** type (or in capital letters in the Policy Schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Accident(s)

means

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

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

Biomass and Biogas Installations

means

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

means

- a) the actual breaking failure distortion or burning out of any part of the **covered equipment** whilst in ordinary use arising from defects in the **covered equipment** causing its sudden stoppage and necessitating repair or replacement before it can resume work
- b) fracturing of any part of the **covered equipment** by frost when such fracture renders the **covered equipment** inoperative
- c) the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary
- d) **electronic derangement**

Collapse

means

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

Computer equipment

means

- a) electronic, computer or other data processing and/or storage equipment
- b) projectors, printers, scanners and other peripheral devices used in conjunction with a)
- c) software and programs licensed to **You** and installed on a)
- d) **portable computer equipment**

Covered equipment

means

Equipment at the premises owned by **You** or for which **You** are responsible:

- a) which is built to operate under vacuum or pressure (other than the weight of its contents); or
- b) that generates transmits stores or converts energy; or
- c) comprising **computer equipment**

Excluding

- a) any supporting structure foundation masonry brickwork or cabinet
- b) any insulating or refractory material
- c) any vehicle aircraft floating vessels or any equipment mounted thereon (other than vehicle recovery crane or equipment which is included but not the actual vehicle)
- d) self propelled plant and equipment (other than fork lift trucks and pallet trucks used by **You** at **Your** premises) dragline excavation or construction equipment
- e) equipment manufactured by **You** for sale
- f) safety or protective devices due to their functioning
- g) tools dies cutting edges crushing surfaces trailing cables non metallic linings driving belts or bands or any part requiring periodic renewal
- h) any electronic equipment (other than **computer equipment**) used for research diagnostic treatment experimental or other medical or scientific purposes with a new replacement value in excess of £30,000
- i) any **manufacturing production or process equipment** including linked **computer equipment**
- j) any electricity generating equipment other than emergency back-up power equipment or wind turbines less than 10kw or photovoltaic equipment less than 50kw
- k) any kitchen and food preparation equipment laundry and cleaning equipment audio-visual equipment and **computer equipment** whilst in a private dwelling or private dwelling quarters (unless such equipment is **Your** property or for which **You** are responsible)
- l) any **Biomass or Biogas Installation**
- m) any **Hydroelectric Installation**

Cyber event

means

- (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

means

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

- (a) the rebooting, reloading or updating of software or firmware
- (b) the incompatibility of **covered equipment** with any software or equipment installed, introduced or networked within the previous 30 days
- (c) the **covered equipment** being of insufficient size, specification or capacity
- (d) malfunction resulting from causes excluded under Exclusion 2.

Explosion

means

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

Hazardous substance

means

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

Hydroelectric Installations

means

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.

Manufacturing production or process equipment

means

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

Media

means

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

Portable Computer Equipment

means

- a) laptops palmtops and notebooks
- b) personal digital assistants (PDAs)
- c) projectors, printers, scanners and other peripheral devices which are designed to be carried and used in conjunction with other **portable computer equipment**
- d) removable satellite navigation systems
- e) digital cameras
- f) smartphones

Verified

means

Checked for accuracy and integrity to ensure a precise match with the source data and capable of restoration

We/Us/Our

HSB Engineering Insurance Limited

Extensions of Cover and sub limits

The following Extensions of cover apply to loss or damage caused by or resulting from an **accident to covered equipment**

1. Hazardous Substances

We shall be liable for the additional cost to repair or replace **covered equipment** because of contamination by a **hazardous substance** including any additional expenses incurred to clean up or dispose of such property

Our liability shall not exceed £10,000 any one **accident** in respect of such additional costs

2. Reinstatement of Data and Computer Increased Costs of Working

a) Unless otherwise excluded, **We** shall be liable for costs incurred in reinstating data lost or damaged in consequence of an **accident** to or **derangement of computer equipment**

Our liability shall not exceed £50,000 any one **accident**

Provided that

- a) liability is limited solely to the cost of reinstating data onto **media**
- b) **We** shall not be liable for loss of or damage to software

b) In addition **We** will pay reasonable costs necessarily incurred in minimising or preventing the resulting interruption or interference to the computer operations of the **You**

Our liability shall not exceed £50,000 any one **accident** in respect of such additional costs

3. Business Interruption

Provided that the Business Interruption section of this Policy is operative **We** shall be liable for financial loss caused by or resulting from an **accident to covered equipment**

Our liability in the aggregate during any one Period of Insurance shall not exceed £100,000 under this extension

We shall not be liable under this extension for any loss resulting from Extension 8 - Damage to Own Surrounding Property

4. 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** shall be liable for the following additional costs to comply with such 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

We shall not be liable for:

- a) any fine
- b) any liability to a third party
- c) any increase in loss due to a hazardous substance (other than as specifically insured under Extension of Cover 1)
- d) increased construction costs until the building is actually repaired or replaced

This extension is within and does not increase the limit of liability shown in the Schedule

5. Expediting Expenses

With respect to damaged **covered equipment** **We** shall be liable for the reasonable extra cost to make temporary repairs and expedite permanent repairs or permanent replacement

Our liability shall not exceed £20,000 any one **accident** under this extension

6. Hire of Substitute Item

If **covered equipment** is damaged as a result of an **accident** **We** shall be liable for the cost of hire charges actually incurred by **You** during the Period of Insurance for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged

Our liability shall not exceed £10,000 any one **accident** under this extension

7. Storage Tanks and Loss of Contents

The insurance under this Section extends to include damage caused by an **accident** to oil storage tanks or water tanks including connected pipework belonging to **You** or for which **You** are responsible at the premises

In addition this extension covers loss of the contents of oil storage tanks caused by

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

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

8. Damage to Own Surrounding Property

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

Our liability shall not exceed £1,000,000 any one **accident** under this extension

9. Additional Access Costs

Provided that the Business Interruption section of this Policy is operative **We** shall be liable under this extension for any necessary additional costs incurred in order to gain access to repair or replace the **covered equipment** following an **accident**

Our liability shall not exceed £20,000 any one **accident** under this extension

10. Debris Removal

We shall be liable under this extension for costs incurred in the removal of debris and protection of **covered equipment** following an **accident**

Our liability shall not exceed £25,000 any one **accident**

11. Repair Costs Investigation

With **Our** prior written agreement **We** will pay costs relating to repair investigations and tests by consulting engineers for damage to **covered equipment** following an **accident** for an amount not exceeding £25,000 any one **accident**

We shall not be liable under this extension for fees incurred in preparing a claim under this Section

Basis of Claims Settlement

As described in the Property Damage and Business Interruption sections of this policy

Additional Conditions

1. Precautions

You shall exercise due diligence in:

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

2. Back-Up Records

You shall maintain a minimum of 2 generations of **verified** back-up computer records taken at intervals no less frequently than 48 hours and take all reasonable precautions to store and maintain records in accordance with the maker's recommendations

Exclusions

The following exclusions are in addition to those in the Policy to which this Section is attached.

1. **We** will not be liable for loss or damage caused by or resulting from a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
2. **We** will not be liable for loss or damage of any kind caused by a **cyber event**.
3. **We** will not be liable for loss or damage to data or **media** of any kind caused by:
 - a) programming error or programming limitation
 - b) loss of data (other than as specifically provided for under Extension of Cover 2A Reinstatement of Data)
 - c) loss of access
 - d) loss of use
 - e) loss of functionality
4. **We** will not be liable for loss or damage caused by:
 - a) depletion deterioration corrosion erosion wear and tear or other gradually developing conditions
 - b) any condition which can be corrected by resetting calibrating realigning tightening adjusting or cleaning or by the performance of maintenanceBut if loss or damage from an **accident** results **We** will be liable for that resulting loss or damage
5. **We** will not be liable for loss or damage recoverable under any maintenance agreement or any warranty or guarantee

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