



# Contractors

## Policy Wording

### We are One Commercial

One Commercial Limited is authorised and regulated by the Financial Conduct Authority FRN 709456.  
Registered in England and Wales Company no. 9284678.  
Registered office: 3.1 Carrwood Park, Selby Road, Swillington Common, Leeds, West Yorkshire, LS15 4LG.  
Calls may be recorded for training and monitoring purposes.

# Welcome

## Welcome to One Commercial

Thank You for selecting One 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 One Commercial Limited

A specialist commercial insurer, One 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 One Commercial Limited please visit [www.onecommercial.co.uk](http://www.onecommercial.co.uk)

We would love to know more about your business too – let's connect <http://www.linkedin.com/company/one-commercial-limited>

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 17 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



**Tim Smyth**  
Chief Executive Officer  
One Commercial Limited  
3.1 Carrwood Park  
Selby Road  
Swillington Common  
Leeds  
West Yorkshire LS15 4LG

# 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 is 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.

## **Conditions 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 One 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 One 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 One Commercial Limited	3.1 Carrwood Park Selby Road Swillington Common Leeds West Yorkshire LS15 4LG <a href="mailto:complaints@onecommercial.co.uk">complaints@onecommercial.co.uk</a> 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 <a href="mailto:Onecommercialclaims1@uk.sedgwick.com">Onecommercialclaims1@uk.sedgwick.com</a> 0345 850 0597

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

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

[www.financial-ombudsman.org.uk](http://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](mailto: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
All Sections	Claims helpline 02920320839

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

- (a) at **Your** own expense, provide any other information required including evidence of value or age (or both) if requested,
- (b) 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**,
- (c) inform the police as soon as practicable following any loss caused by malicious acts, violent disorder, riots or civil commotion, theft or attempted theft,
- (d) do not admit liability or offer or agree to settle any claim without **Our** written permission,
- (e) 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,
- (f) 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:

- (a) take full responsibility for conducting, defending or settling any claim in **Your** name,
- (b) take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this insurance,
- (c) 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 H - Employers Liability and Section I - 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:

- (a) The policy number(s)
- (b) Employers' names and addresses (including subsidiaries and any relevant changes of relevant name)
- (c) **Periods of Insurance**
- (d) (if relevant) the employers' reference numbers provided by Her 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 One Commercial Limited and underwritten by **Accelerant Insurance Europe SA** (the **Insurer**). (Refer also to Sections M and O of this policy)

One Commercial Limited, 3.1 Carrwood Park, Selby Road, Swillington Common, Leeds LS15 4LG.  
One 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

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](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.

## (a) Change in Risk

It is a **Condition Precedent** to **Our** liability under Section F - Loss of Licence - that **You** shall notify **Us** in writing immediately **You** become aware of

- (a) a change in tenancy or management of the **Premises**
- (b) a transfer or proposed transfer of the **Licence**
- (c) a complaint against the **Premises** or the control of the **Premises**
- (d) any action against the
  - (a) **Licence** holder
  - (b) manager
  - (c) tenant or other occupier of the **Premises**for any breach of the licensing law, or any other matter where the integrity of the person concerned is brought into question
- (e) objection to renewal of the **Licence**, or other reasons which could endanger the **Licence** or its renewal.

## 2. Compliance with Risk Improvements Conditions

It is a **Condition Precedent** to **Our** liability that all Risk Improvements or Requirements following any survey of the **Premises** and / or **Business** carried out by **Us** and confirmed by **You** to **Us** as having been completed, must continue to be complied with throughout the **Period of Insurance**.

## 3. 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.

## 4. Fire Alarms

It is a **Condition Precedent** to **Our** liability in respect of **Damage** caused by Fire that where the **Premises** are protected by a fire alarm system, **You**

- (a) carry out the testing and checking requirements in relation to the automatic fire alarm installation(s) identified in the **Proposal** and remedy promptly any defect disclosed
- (b) carry out the maintenance procedures in relation to the automatic fire alarm installation(s) specified by the manufacturers of the equipment
- (c) notify **Us** immediately of any disconnection or failure of the automatic fire alarm installation likely to leave any area unprotected for 12 hours or more
- (d) record details of all events such as alarm faults tests maintenance and disconnections and keep such details available for examination by **Our** representatives.

## 5. Fire Break Doors and Shutters

It is a **Condition Precedent** to **Our** liability in respect of **Damage** caused by fire that all fire break doors and shutters will be kept closed outside **Business Hours** and will be in efficient working order.

## 6. Fire Extinguishing Appliances

It is a **Condition Precedent** to **Our** liability in respect of **Damage** caused by fire that **You** maintain all fire extinguishing appliances on the **Premises**, so far as **Your** responsibility extends, in full working order in accordance with the manufacturer's instructions.

## 7. Fire Extinguishment – Automatic Sprinkler Installations

It is a **Condition Precedent** to **Our** liability that in relation to any sprinkler installation(s) identified in the **Proposal**:

- (a) **You** must carry out
  - (i) the following tests, checks or inspections at weekly intervals and promptly rectify any defects, faults or shortcomings revealed by such tests, checks and inspections:
    - a. a test of each installation alarm gong, recording the time taken for the alarm to sound
    - b. an inspection to ensure that all:
      - i. installation main stop valves
      - ii. incoming water supply stop valves
      - iii. subsidiary stop valvesare fully opened and secured by means of a suitable strap and padlock.
  - (ii) a test to establish the condition of :
    - a. the circuit between the alarm switch and the control unit
    - b. the connection with the:
      - i. public fire station or
      - ii. alarm receiving centre or
      - iii. public fire brigade controlWhere the circuit is not continuously monitored these tests must be carried out each working day.
    - c. the batteries.A maintenance contract and a half yearly inspection of this signalling system must be kept in force with approved engineers.
  - (iii) a check of any alternate or dry installation valves for correct air pressure and settings including:
    - a. accelerators
    - b. exhausters
    - c. air compressors
    - d. ancillary valves.

- (iv) a test of the automatic, and where provision has been made, the manual starting of the sprinkler water supply pump(s) ensuring that any diesel driven pump(s) is allowed to run for a period of not less than 30 minutes.
- (v) a check of the electrically driven pump(s) to ensure that all:
  - a. isolators are correctly set
  - b. circuit breakers are correctly set
  - c. electrical supply phase indicators are illuminated.
- (vi) a check of all the diesel driven pumps'
  - a. engine oil level
  - b. fuel tank content
  - c. internal coolant circuits
  - d. battery electrolyte level
  - e. battery charger
  - f. oil hoses
  - g. water hoses
  - h. oil coolers
  - i. exhaust systems
  - j. turbo chargers
  - k. drive belt tensions.

Where replenishment or rectification is required this shall be carried out immediately on conclusion of the tests

- (vii) a. a check of the:
  - i. air pressure tank water level
  - ii. air pressure
- b. a test of the air and water charging equipment.
- (viii) a check:
  - a. of the water storage tank(s) water level
  - b. of the automatic refilling mechanism
  - c. that incoming supply valves are correctly set
  - d. that incoming supply valves are functional and that any frost precautions are in operation.

(b) **You** must:

- (i) give **Us** advance notice, in writing, if any part of the system is to be altered, repaired or rendered inoperative.
- (ii) tell **Us** immediately by telephone, facsimile or email in the event of any emergency and take precautions as advised by **Us**.
- (iii) allow **Us** to have access to the **Premises** at all times to inspect or witness the testing of the system.

(c) It is a **Condition Precedent** to liability in respect of Fire or Accidental Escape of Water from Automatic Sprinkler Installations that **You** fulfil all of **Your** obligations under this Condition. If in relation to any claim **You** have failed to fulfil any of these obligations **You** will lose **Your** right to indemnity or payment for that claim.

## 8. 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**:

- (a) 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.
- (b) no alteration or substitution of
  - (i) any part of the **Intruder Alarm System**
  - (ii) the procedures agreed with **Us** for police or other response to any activation of the **Intruder Alarm System**
  - (iii) the maintenance contract
 shall be made without **Our** written agreement.
- (c) whenever the **Premises** are closed for **Business** or left unattended
  - (i) at least one **Responsible Person** shall remain on the **Premises**
    - i. unless **the Intruder Alarm System** is fully set with the means of communication used to transmit signals in full operation
    - ii. if the police have withdrawn their response to alarm calls unless **We** agree otherwise.
  - (ii) all keys to the **Intruder Alarm System** are removed from the **Premises**.
- (d) **You** and each **Keyholder** keep secret the codes for the operation of the **Intruder Alarm System**, and not leave details of the codes on the **Premises**.
- (e) **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**.
- (f) 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 (c) have been complied with. This must be done unless **We** have previously agreed in writing alternative procedures.
- (g) if **You** receive notice
  - (i) that police response to alarm signals/calls from the **Intruder Alarm System** may be withdrawn or the level of response reduced or delayed
  - (ii) from the local authority or magistrate imposing any requirements for abatement of a nuisance
  - (iii) 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.

## 9. 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:*

- (a) 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 boxed striking plate, or
  - b. for aluminium or UPVC framed doors: a cylinder operated mortice deadlock or a deadlocking multi - point system
- (b) 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 (a) (i) or (ii) 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
- (c) 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
- (d) 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 solid 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.

#### 10. 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 closed for **Business** or left unattended:

- (i) all security devices provided to protect the **Premises** are properly fitted and put into full operation
- (ii) all keys for the **Premises** or any device in which **Property Insured** is kept are removed from the **Premises**.

#### 11. 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 (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** are maintained and all yards and external areas immediately surrounding the **Buildings** are 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) **Your** 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 Limit of Indemnity  
or
- (b) the Sum Insured  
or
- (c) 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 – Material Damage (including Theft) – and Section C – Specified All Risks - in line with suitable indices of costs. The renewal premium will be based on the adjusted 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:
  - (i) this policy remains a contract for the **Period of Insurance**
  - (ii) 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:
  - (i) a claim has been made under the policy for which **We** have made a payment, or which is still under consideration
  - (ii) 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** 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) Material Damage (including Theft)
  - (ii) Money
  - (iii) Business Interruption
  - (iv) Loss of Licence
  - (v) Specified All Risks
- (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) Material Damage (including Theft)
- (ii) Money
- (iii) Business Interruption
- (iv) Loss of Licence
- (v) Specified All Risks

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

- (i) Section H – Employers' Liability
- (ii) Section I – Public and Products Liability
- (iii) Section K – Terrorism

## 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, jewellery, 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 party

or

(b) assume the liability of another party.

(2) exceptions (2) (a) and (2) (b) does not apply to Section K - Terrorism, when insured by this policy.

## 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 J - 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) Section H – Employers' Liability

(ii) Section K - Terrorism.



# 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:

- (a) documents, manuscripts and business books
- (b) computer systems records.  
The most **We** will pay in respect of computer systems records is £10,000 any one loss
- (c) patterns, models, moulds, plans and designs but only for:
  - (i) the value of the materials
  - (ii) the cost of labour and computer time spent in reproducing them
- (d) property within **Outbuildings**
- (e) property in open yards
- (f) directors', partners', **Employees'** and visitors' pedal cycles and other **Personal Effects** but only if they are not otherwise insured.  
The most **We** will pay in respect of any one director, partner, **Employee** and visitor is £1,000.

**We** will not pay for:

- (a) expenses in connection with producing information to be recorded
- (b) the value to **You** of any information lost
- (c) wines, spirits, cigarettes and tobacco held for **Your** own private
- (d) entertainment purposes
- (e) **Money**.

## **Annual Gross Fees**

The **Gross Fees** during the twelve months immediately before the date of the **Damage**.

The **Annual Gross Fees** may be adjusted to reflect any trends or circumstances which:

- (a) affect the **Business** before or after the **Damage**
- (b) would have affected the **Business** had the **Damage** not occurred.

The adjusted figure will represent as near as possible the results which would have been achieved during the same period had the **Damage** not occurred.

## **Annual Gross Revenue**

The **Gross Revenue** during the twelve months immediately before the date of the **Damage**.

The **Annual Gross Revenue** may be adjusted to reflect any trends or circumstances which:

- (a) affect the **Business** before or after the **Damage**
- (b) would have affected the **Business** had the **Damage** not occurred.

The adjusted figure will represent as near as possible the results which would have been achieved during the same period had the **Damage** not occurred.

## **Annual Turnover**

The **Turnover** during the twelve months immediately before the date of the **Damage**.

The **Annual Turnover** may be adjusted to reflect any trends or circumstances which:

- (a) affect the **Business** before or after the **Damage**
- (b) would have affected the **Business** had the **Damage** not occurred.

The adjusted figure will represent as near as possible the results which would have been achieved during the same period had the **Damage** not occurred.

## **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 the Debit Recording Condition under Section E - Book Debts - adjusted for:

- (a) bad debts
- (b) 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 **Customer Accounts** in the period between the date to which the last statement relates and the date of the **Damage**
- (c) any abnormal condition of trade which had or could have had a material effect on the **Business**.

The adjusted figures 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:

- (a) the **Business** and residential accommodation and any **Outbuildings**
- (b) the shop front and, if fixed to the Buildings, any external fittings or blinds
- (c) walls, gates and fences around the Buildings and belonging to them
- (d) yards, car parks and pavements
- (e) landlord's fixtures and fittings
- (f) annexes, conveniences and external hoists, gangways and staircases
- (g) communicating extensions

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

**Business**

The business described in the **Schedule** or as extended in respect of Sections J and K.

**Business Hours**

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

**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.

**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:

- (a) trade fixtures and fittings and **All Other Contents**
- (b) any telephone installation, gas or electricity meter
- (c) National Lottery equipment for which **You** are responsible.

**We** will not pay for:

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

**Customer 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:

- (a) electronically stored
- (b) electronically represented
- (c) 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, Data**, networks, network services, network connectivity or information systems.

This includes but is 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 between or amongst networks.

**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 labour master or labour only sub-contractor or person supplied or employed by them
- (c) any self-employed person
- (d) any person hired to or borrowed by **You**
- (e) any person engaged under a work experience, youth training or similar scheme
- (f) any volunteer worker.

**Estimated Gross Profit**

**Your** estimate of **Gross Profit** for the financial year most closely corresponding to the **Period of Insurance** (proportionately increased if the **Maximum Indemnity Period** exceeds 12 months).

**Estimated Gross Revenue**

**Your** estimate of **Gross Revenue** for the financial year most closely corresponding to the **Period of Insurance** (proportionately increased if the **Maximum Indemnity Period** exceeds 12 months).

**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.

**Failure**

Any partial or complete reduction in the:

- (a) performance
- (b) availability
- (c) functionality
- (d) ability to recognise or process any date or time

of any:

- (i) **Computer and Electronic Equipment**
- (ii) electronic means of communication
- (iii) web site.

**Gross Fees**

The **Money** paid or payable to **You** in the course of the **Business** at the **Premises**.

**Gross Profit**

- (a) The combined value of the **Turnover**, closing **Stock** and work in progress

less

- (b) the combined value of opening **Stock** and work in progress and **Specified Working Expenses**.

The values of opening and closing **Stocks** and work in progress will:

- (a) be calculated using **Your** usual accounting methods
- (b) make due provision for depreciation.

**Gross Revenue**

The **Money** paid or payable to **You** for work done and for services rendered in the course of the **Business** at the **Premises**.

**Hacking**

Unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves **Data**, whether **Your** property or not.

**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**.

**Indemnity Period for Rent Payable**

The period during which the **Buildings** or any part thereof are unfit for occupation in consequence of **Damage**.

**Insured Person**

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

**Insurer**

Accelerant Insurance Europe SA

**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:

- (a) accept notification of faults or alarm signals relating to the **Intruder Alarm System**
  - (b) 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:

- (a) 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
- (b) total and irrecoverable loss of all sight in one or both eyes.

### **Malicious Event**

- (a) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (b) 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**.
- (b) If a special limit stated in the **Schedule** applies to one or more **Building**, the Maximum Limit for the **Building** will be calculated by applying the 'Percentage Limit' shown against each **Building** to the Sum Insured for Increased Cost of Working.

The remainder of the Sum Insured will be divided equally between the other **Buildings** to produce the Maximum Limit for each.

If the limit is shown as an amount, this amount will be the Maximum Limit for the **Building** concerned.

### **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 bankers' drafts, stamped national insurance cards, national savings certificates, unexpired units in franking machines, credit card sales vouchers and VAT purchase invoices.

### **Outbuildings**

Any building at the Premises which does not incorporate permanent foundations below ground level.

### **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 by the user when in use.

### **Physical Injury**

Injury (including multiple injuries sustained in one incident) 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:

- (a) manufactured, sold, supplied, processed or treated
  - (b) repaired, serviced or tested
  - (c) 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**

- (a) **Property Insured** as detailed in the **Schedule**
- (b) **Works, Your Plant** and **Hired in Plant** which **You** own or are responsible for as stated in the **Schedule**.

**Rate of Gross Profit**

**Gross Profit** earned on and expressed as a percentage of **Turnover** during the financial year immediately before the date of the **Damage**.

The **Rate of Gross Profit** may be adjusted to reflect any trends or circumstances which:

- (a) affect the **Business** before or after the **Damage**
- (b) would have affected the **Business** had the **Damage** not occurred.

The adjusted figure will represent as near as possible the results which would have been achieved during the same period had the **Damage** not occurred.

**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.

**Rent Receivable**

The **Money** paid or payable to **You** by the tenants for rental of the **Premises**.

**Responsible Person**

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

**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, theft, 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.

**Specified Working Expenses**

- (a) purchases of materials for production or re-sale (less any discounts received)
- (b) bad debts
- (c) discounts allowed
- (d) any additional **Specified Working Expenses** stated in the **Schedule**.

The words and expressions used in this Definition will have the meaning usually attached to them in **Your** books and accounts.

**Standard Gross Fees**

The **Gross Fees** during that period in the twelve months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**.

The **Standard Gross Fees** may be adjusted to reflect any trends or circumstances which:

- (a) affect the **Business** before or after the **Damage**
- (b) would have affected the **Business** had the **Damage** not occurred.

The adjusted figure will represent as near as possible the results which would have been achieved during the same period had the **Damage** not occurred.

**Standard Gross Revenue**

The **Gross Revenue** during that period in the twelve months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**.

The **Standard Gross Revenue** may be adjusted to reflect any trends or circumstances which:

- (a) affect the **Business** before or after the **Damage**
- (b) would have affected the **Business** had the **Damage** not occurred.

The adjusted figure will represent as near as possible the results which would have been achieved during the same period had the **Damage** not occurred.

**Standard Turnover**

The **Turnover** during that period in the twelve months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**.

The **Standard Turnover** may be adjusted to reflect any trends or circumstances which:

- (a) affect the **Business** before or after the **Damage**
- (b) would have affected the **Business** had the **Damage** not occurred.

The adjusted figure will represent as near as possible the results which would have been achieved during the same period had the **Damage** not occurred.

**Stock**

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

**Target Stock**

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

- (a) cigars, cigarettes and tobacco
- (b) e-cigarettes and accessories
- (c) wines and spirits
- (d) radio, television, audio or video equipment, tapes, cassettes and discs
- (e) computers, computer equipment and games
- (f) portable electronic devices
- (g) non-ferrous metals
- (h) photographic equipment and binoculars.

**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.

**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.

**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.

**Turnover**

The **Money** paid or payable to **You** for goods sold and delivered and for services rendered in the course of the **Business** at the **Premises**.

**Unattended Vehicle**

Any vehicle left without a **Responsible Person** either within the vehicle or sufficiently close to keep the vehicle under constant observation and able to prevent any attempt by any other person to interfere with the Vehicle.

**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 unoccupied or not in active use by **You** or any legal tenant of **Yours**.

**Virus or Similar Mechanism**

Program, code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect computer programs, **Data**, files or operations whether involving self-replication or not.

This includes but is not limited to trojan horses, worms and logic bombs.

**We/Us/Our**

One Commercial Limited acting on behalf of the **Insurer**.

**You/Your/Yourselves**

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

# Section A - Material Damage (including Theft)

(only operative if stated in the *Schedule*)

## 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 – 17, and, if specified in the **Schedule**, paragraph 18

### *What is covered*

1. Fire.
2. Lightning.
3. Aircraft or other aerial devices or articles falling from them.
4. Explosion.
5. Earthquake or subterranean fire.
6. (a) Theft or attempted theft.  
(b) Robbery or attempted robbery committed in the **Premises**.
7. Riot, civil commotion, strikers, locked out workers, people taking part in labour disturbances or malicious people.
8. Storm or Flood.

### *What is not covered*

#### **Damage:**

- (a) caused by explosion resulting from fire unless explosion as defined by the event in paragraph 4. is insured
- (b) caused by earthquake or subterranean fire unless earthquake or subterranean fire as defined by the event in paragraph 5. is insured
- (c) caused by spontaneous fermentation or heating
- (d) to the **Property Insured** caused by its undergoing any process involving the application of heat.

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

#### **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 the boiler is used only for domestic purposes

**Damage** in respect of any equipment which belongs to **You** or is under **Your** control, which requires examination under Statutory Regulations unless such equipment is the subject of a contract providing such examination.

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

**Damage** to **Outbuildings**, walls, gates and fences, yards, car parks and pavements.

Loss or **Damage** from yards, gardens, open spaces or **Outbuildings** unless their contents are specifically mentioned as insured by this Section in the **Schedule**.

**Damage** to any coin and similarly operated gaming or amusement machines or their contents.

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

**Damage** caused 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**.

#### **Damage:**

- (a) caused by frost, subsidence, ground heave or landslip
- (b) to **Stock** or **Target 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.

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

## **What is covered**

## **What is not covered**

9. Escape of water from fixed water apparatus.
  
  
  
  
  
  
  
  
  
  
10. Impact by any vehicle or by any animal.
  
  
11. Falling radio or television aerials and dishes, fittings or masts.
  
  
  
  
  
  
  
  
  
  
12. Falling trees or branches.
  
  
  
  
  
  
  
  
  
  
13. Leakage of fuel oil from any fixed oil fired heating installation.
  
  
14. Leakage of beer from fixed tanks, pipes or apparatus.
  
  
15. Accidental breakage of fixed:
  - (a) glass in windows, doors, showcases, counters and shelves
  - (b) blinds and canopies
  - (c) sanitarywarefor which **You** are responsible at the **Premises**.  
  
**We** will also pay for:
  - (i) the reasonable cost of boarding up until the broken glass is replaced
  - (ii) **Damage** to frames and framework
  - (iii) **Damage** to Property within display windows
  - (iv) lettering, ornamentation and alarm foil up to an amount not exceeding £1,000.
  
  
16. Accidental Escape of Water from any Automatic Sprinkler Installation in the Premises.

**Damage** to **Stock** or **Target 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** caused by water discharged or leaking from any automatic sprinkler installation.

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

**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** whilst the **Premises** are **Unoccupied**

**Damage** caused by Explosion, Earthquake, Subterranean Fire or heat caused by Fire.



## What is covered

## What is not covered

17. **Damage** from any cause which is not excluded by the terms, Conditions and limitations of the policy.

- Damage** caused by:
- (a) the events in paragraphs 1 to 16 or 18 or any of their detailed exclusions shown as **What is not covered**
  - (b) frost but not subsequent **Damage** from a cause not otherwise excluded
  - (c) wear, tear, gradual deterioration, depreciation or inherent or latent defect but not subsequent **Damage** from a cause not otherwise excluded
  - (d) extremes or changes in temperature or humidity, wet or dry rot, rust or corrosion, vermin, insect infestation, toxic mould, shrinkage, evaporation, loss of weight, dryness, marring, scratching, damp or mildew, seepage below ground level, cracking, bruising, exposure to light or change in colour, texture, flavour or finish
  - (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, treatment, commissioning, alteration, servicing or maintenance
  - (h) mechanical or electrical breakdown, derangement of machinery or equipment, overloading or faulty or defective materials, design or workmanship (other than **Damage to Property Insured** not forming part of the same machine or equipment), operational error or omission on **Your** part or the part of any of **Your Employees**, electrical or magnetic disturbance or erasure of electronic recordings
  - (i) leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
  - (j) disappearance, unexplained or inventory shortage or misplacing or misfiling of information
  - (k) acts of fraud, dishonesty or deception, including collusion, by **You** or any of **Your** directors, partners or **Employees**, or any person to whom **Property Insured** has been entrusted
  - (l) delay, loss of market, loss of use or **Consequential Loss** of any kind
  - (m) or consisting of distortion, erasure or corruption of computer records or **Media**
  - (n) **Pollution or Contamination:**  
However, unless otherwise excluded, **We** will compensate **You** in respect of **Damage** to the **Property Insured**, not otherwise excluded, caused by:
    - (i) **Pollution and/or Contamination** which results from any of the events in paragraphs 1 – 18 under this Section
    - (ii) any of the events in paragraphs 1 – 18 under this Section which result from **Pollution or Contamination**
  - (o) or attributable solely to changes in the water table level.

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

**Damage** to:

- (a) glass, china, earthenware, marble or other fragile or brittle objects
- (b) property in the open or in transit.

18. Subsidence, ground heave or landslip.

Provided that **You** give **Us** immediate notice and in any event no later than 10.00am on **Our** next working day, in the event of construction demolition or excavation operations being commenced at the **Premises** or 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.

**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** are in course of erection, demolition, structural alteration or structural repair
- (c) caused by collapse, cracking, settlement or shrinking of **Buildings**
- (d) caused by defective design or inadequate construction of foundations or in respect of defective workmanship or use of faulty materials
- (e) to land, roads, pavements, piers, jetties, bridges, culverts and excavations.

**Damage** to:

- (a) **Outbuildings**, forecourts, yards, car parks, driveways, footpaths, swimming pools, terraces or patios
  - (b) **Walls, gates, hedges or fences**
- Unless **Damage** also occurs to the **Buildings**.

**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 Sum Insured under each Item shown in the **Schedule** is separately subject to **Average**.

### 2. Basis of Claim Settlement – Indemnity

In the event of **Damage** to the **Property Insured** comprising **Stock, Target Stock, Employees’** pedal cycles or **Personal Effects**, the basis upon which **We** will calculate the amount **We** will pay in respect of any claim will be the cost of replacement or repair of the property lost, destroyed or **Damaged**, to a condition as good as, but not better or more extensive than, its condition immediately prior to the **Damage**, or at **Our** option, the reduction in value of the **Property Insured**.

### 3. Basis of Claim Settlement - Reinstatement

In the event of **Damage** to the **Property Insured** other than **Stock, Target Stock, Employees’** pedal cycles or **Personal Effects**, the basis upon which **We** will calculate the amount **We** will pay in respect of any claim will be the reinstatement of the property lost, destroyed or **Damaged**, subject to the following Conditions:

(a) Where the **Property Insured** is:

- (i) lost or destroyed, **We** will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new
- (ii) **Damaged**, **We** will pay for the 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 has been completely destroyed.

(b) The work of reinstatement:

- (i) may be carried out on another site and in a manner suitable to **Your** needs.  
However, **Our** liability must not be increased.
- (ii) must begin and be carried out as quickly as possible.

(c) The following condition of **Average** will apply:

If the **Sum Insured** at the time the **Damage** occurred is less than 85% of the amount necessary to replace the whole of the **Property Insured**, at the time of rebuilding or replacement, **You** will be liable to bear a proportionate share of the loss.

(d) **We** will not compensate **You** if **You**:

- (i) do not incur the cost of replacing, reinstating or repairing the **Property Insured**
- (ii) or someone acting on **Your** behalf, have insured the property under another policy which does not have a similar basis of reinstatement
- (iii) do not comply with any of the terms of this Condition.

### 4. Basis of Claim Settlement - Reinstatement (Day One Basis)

Only applicable if stated in the **Schedule**

In the event of **Damage** to any item in the **Schedule** to which this Condition applies (other than in respect of **Employees’** pedal cycles or **Personal Effects**), the basis upon which **We** will calculate the amount **We** will pay in respect of any claim will be the reinstatement of the property lost, destroyed or **Damaged**, subject to the following Conditions:

(a) Where the **Property Insured** is:

- (i) lost or destroyed, **We** will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new
- (ii) **Damaged**, **We** will pay for the 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 has been completely destroyed.

(b) The work of reinstatement:

- (i) may be carried out on another site and in a manner suitable to **Your** needs.  
However, **Our** liability must not be increased
- (ii) must begin and be carried out as quickly as possible.

(c) The first and annual premiums are based upon the Declared Value as stated in the **Schedule**.

Declared Value shall mean **Your** assessment of the cost of reinstatement of the **Property Insured** arrived at in accordance with paragraph (a) at the level of costs applying at the start of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with an allowance for:

- (i) the additional cost of reinstatement to comply with:
  - a. Act of Parliament
  - b. Byelaws of any public authority
- (ii) professional fees
- (iii) debris removal costs.

The Declared Value incorporated in each Item is stated in the **Schedule**.

(d) **You** must notify **Us** of the Declared Value at the start of each **Period of Insurance**.

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

(e) The following condition of **Average** will apply:

If the Declared Value at the time the **Damage** occurred is less than the amount necessary to replace the whole of the **Property Insured** at the start of the **Period of Insurance**, **You** will be liable to bear a proportionate share of the loss.

- (f) **We** will not compensate **You** if **You**:
- (i) do not incur the cost of replacing, reinstating or repairing the **Property Insured**
  - (ii) or someone acting on **Your** behalf, have insured the property under another policy which does not have a similar basis of reinstatement.
  - (iii) do not comply with any of the terms of this Condition.
- (g) The maximum **We** will pay in respect of each separate item subject to this Condition is its Sum Insured. The Sum Insured applicable to each item to which this Condition applies is calculated by applying a 15% uplift to the Declared Value as stated in the **Schedule** (unless a different uplift is specified in the **Schedule**).

**5. Excess**

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

**6. Limit of Liability**

The most **We** will pay under this Section in any one **Period of Insurance** is the Sum Insured by each item specified in the **Schedule** or any other stated limit of liability.

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

**We** will not pay for loss or **Damage** caused by Theft or attempted Theft or Robbery or attempted Robbery.

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

- (a) 10% of the total **Buildings** and **Contents** Sum Insured by this Section
  - or
  - (b) £500,000
- 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 robbery or attempted robbery committed against **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 pay 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 any of the events in paragraphs 1 – 17, and if specified in the **Schedule**, paragraph 18.

**5. Collusion**

**We** will indemnify **You** in the event of **Damage** by Theft by or in collusion with any director, partner or **Employee** of **Yours**.

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

**6. Contract Sale Price**

Where **You** have agreed the sale of but not delivered goods and as a result of **Damage** the sale is cancelled under the terms of the sale contract, either wholly or to the extent of the **Damage**, **We** will pay the Contract Price.

The most **We** will pay is the Sum Insured shown against the item for **Stock** in the **Schedule**.

**7. Debris Removal**

The Sum Insured for each item 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 Insured** 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 or Contamination** of property not insured under this Section
- (c) more specifically insured.

#### 8. Public Authorities

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

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

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

- (a) costs incurred:
  - (i) in respect of **Damage** not insured by this Section
  - (ii) where notice was served on **You** before the **Damage** occurred
  - (iii) where an existing requirement must be completed within a stipulated period
  - (iv) 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.

The most **We** will pay under this Extension in respect of any one item is the item Sum Insured.

#### 9. Exhibitions

**We** will pay for **Damage** to **Contents**, **Stock** or **Target Stock** whilst in any property 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 is £5,000 any one exhibition.

#### 10. Fire and Security Equipment

**We** will compensate **You** in respect of costs and expenses incurred in:

- (a) refilling, recharging or replacing any
  - (i) portable fire extinguishing appliances
  - (ii) local fire suppression system
  - (iii) fixed fire suppression system
  - (iv) sprinkler installation
  - (v) sprinkler heads
- (b) re-setting fire and/or intruder alarms and/or closed-circuit television equipment following **Damage** insured by this Section.

#### 11. Fire and Rescue Services Costs

**We** will pay costs charged by the Fire and Rescue Services or other emergency services directly relating to the extinguishing or fighting of fire at the **Premises**.

#### 12. Fire and Rescue Services Damage

**We** will compensate **You** in respect of costs and expenses incurred in reinstating or repairing grounds, landscaped gardens, pavements, road surfaces and any other property comprising the **Premises** following **Damage** caused by the Fire and Rescue Services or other emergency services equipment or personnel in the course of combating fire.

The most **We** will pay in respect of any one claim is £1,000.

#### 13. Loss of Metered Water Oil or LPG

**We** will pay for charges for which **You** are responsible if water, oil or LPG is accidentally discharged from a metered system providing service to the **Premises**.

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

- (a) Loss occurring when the **Premises** are **Unoccupied**
- (b) Loss which remains undiscovered for 120 days or more.

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

#### 14. Non-Invalidation

The insurance by this Section will not be invalidated by any act, omission or alteration, either unknown to **You** or beyond **Your** control, which increases the risk of **Damage**.

However, **You** must:

- (a) notify **Us** immediately **You** become aware of any such act, omission or alteration
- (b) pay any additional premium **We** require.

#### 15. Other Interests

The interests of third parties which **You** are required to include under the terms of any mortgage, hiring, leasing, hire purchase or similar agreement are automatically noted.

However, **You** must notify **Us** of the nature and extent of any such interest in the event of **Damage**.

#### 16. Professional Fees

The Sum Insured for each item of the **Schedule** for **Buildings** and **Contents** 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.

#### 17. Seventy-Two Hours

**Damage** occurring within seventy-two consecutive hours of and arising from storm, flood, escape of water from fixed water apparatus is deemed to be one claim.

Any such event which continues for a period exceeding seventy-two consecutive hours shall be deemed multiple claims.

**You** have the right to select the moment from which the seventy-two hour period begins within the terms of this Section, provided that:

- (a) this is not earlier than the first recorded **Damage** sustained by **You**
- (b) such **Damage** occurred prior to the expiry of the **Period of Insurance**.
- (c) no periods of seventy-two hours shall overlap.

#### 18. Subrogation Waiver

**We** agree to waive any rights, remedies or relief to which **We** may have become entitled by subrogation against any parent or subsidiary company of **Yours** or any fellow subsidiary where **You** are also a subsidiary as defined by the Companies Act or the Companies (N.I.) Order, current at the time of **Damage**.

#### 19. Temporary Removal

**We** will compensate **You** in respect of **Damage** as insured by this **Section** to:

- (a) the **Property Insured**, other than **Stock** or **Target Stock**, while temporarily removed for cleaning, renovation or repair
- (a) deeds and other documents (including stamps thereon), manuscripts, plans and writings of every description and books (written and printed) within the United Kingdom, the Isle of Man or the Channel Islands, including while in transit.

The most **We** will pay is 10% of the Sum Insured.

#### 20. 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.

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

- (a) **Damage** occurring when the **Premises** are **Unoccupied**
- (b) **Damage** to **Outbuildings**, walls, gates and fences, yards, car parks and pavements.

The most **We** will pay under this Extension is the Sum Insured in respect of **Buildings**.

#### 21. Trace and Access

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

- (a) in locating the actual source of **Damage**
- (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 is £10,000 in any one **Period of Insurance**.

#### 22. Transfer of Interest

If at the time of **Damage** to **Buildings** 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 **Buildings** have 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 those **Buildings**.

This will not affect either **Your** or **Our** rights and liabilities up to the date of completion of the purchase.

#### 23. 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 pipes or cables which extend from the **Buildings** to the public mains.

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

- (a) the cost of maintenance
- (b) accidental **Damage** caused by:
  - (i) gradual deterioration or wear and tear
  - (ii) corrosion, rust, rot or fungus
  - (iii) vermin or insects
  - (iv) atmospheric or climatic conditions
  - (v) normal settlement or shrinkage
  - (vi) faulty workmanship, defective design or the use of defective materials.

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

#### **24. Workmen**

Repairs, general maintenance work or minor structural or other alterations may be carried out at the **Premises** without affecting the cover.

# Section B - Business Interruption

(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.

### Damage

Physical loss or destruction of, or **Damage** to, the **Property Insured** caused by one of the events under Section A – Material Damage (including Theft).

## The Cover

In respect of each item in the *Schedule*, **We** will compensate **You** in respect of any interruption or interference with the **Business** resulting from **Damage** to property used by **You** at the **Premises** for the purpose of the **Business** occurring during the **Period of Insurance** to the extent of Cover under Section A – Material Damage (including Theft).

The *Schedule* will show which basis is operative.

### What is covered

### What is not covered

## Gross Profit

**Gross Profit** Sum Insured stated in the *Schedule*.

The insurance is limited to loss of **Gross Profit** due to:

- (a) reduction in **Turnover**
- and
- (b) increase in cost of working.

**We** will pay:

- (i) in respect of reduction in **Turnover**:  
the sum produced by applying the **Rate of Gross Profit** to the amount by which due to the **Damage**, the **Standard Turnover** exceeds the **Turnover** during the **Indemnity Period**
- (ii) in respect of increase in cost of working:  
any additional expense **You** necessarily and reasonably incur solely to prevent or limit a reduction in **Turnover** during the **Indemnity Period** which but for such additional expenses would have taken place due to the **Damage**

less any savings during the **Indemnity Period** in **Business** charges or expenses, payable out of **Gross Profit**, which reduce or cease due to the **Damage**.

If at the time of the **Damage** the Sum Insured is less than the sum produced by applying the **Rate of Gross Profit** to the **Annual Turnover** (proportionately increased where the **Maximum Indemnity Period** exceeds twelve months), **You** will 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*.

In respect of increase in cost of working, **We** will not pay more than the amount produced by applying the **Rate of Gross Profit** to the reduction in **Turnover** avoided by the expenditure.

**We** will not compensate **You** if:

- (a) **Your**:
  - (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.

## Estimated Gross Profit

**Estimated Gross Profit** Sum Insured stated in the *Schedule*.

The insurance is limited to loss of **Gross Profit** due to:

- (a) reduction in **Turnover**
- and
- (b) increase in cost of working.

**We** will pay:

- (a) in respect of reduction in **Turnover**:  
the sum produced by applying the **Rate of Gross Profit** to the amount by which due to the **Damage**, the **Standard Turnover** exceeds the **Turnover** during the **Indemnity Period**

In respect of increase in cost of working, **We** will not pay more than the amount produced by applying the **Rate of Gross Profit** to the reduction in **Turnover** avoided by the expenditure.

**We** will not compensate **You** if:

- (a) **Your**:
  - (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)

- (b) in respect of increase in cost of working:  
any additional expense **You** necessarily and reasonably incur solely to prevent or limit a reduction in **Turnover** during the **Indemnity Period** which but for such additional expenses would have taken place due to the **Damage**

less any savings during the **Indemnity Period** in **Business** charges or expenses, payable out of **Gross Profit**, which reduce or cease due to the **Damage**.

The most **We** will pay is:

- (a) in respect of **Gross Profit**:  
133⅓% of the **Estimated Gross Profit** stated in the **Schedule**
- (b) overall:  
133⅓% of the **Estimated Gross Profit** stated in the **Schedule**

and 100% of the Sums Insured by other items unless otherwise agreed by **Us**.

If at the time of the **Damage** the Sum Insured on **Estimated Gross Profit** is less than the sum produced by applying the **Rate of Gross Profit** to the **Annual Turnover** (proportionately increased where the **Maximum Indemnity Period** exceeds twelve months), **You** will be responsible for the difference and bear a proportionate share of the loss and the maximum **We** will pay is the **Estimated Gross Profit** stated in the **Schedule**.

- (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.

## Gross Revenue

**Gross Revenue** Sum Insured stated in the **Schedule**.

The insurance is limited to loss of **Gross Revenue** due to:

- (a) reduction in **Gross Revenue**  
and  
(b) increase in cost of working.

**We** will pay:

- (a) in respect of reduction in **Gross Revenue**:  
the amount by which due to the **Damage**, the **Standard Gross Revenue** exceeds the actual **Gross Revenue** during the **Indemnity Period**
- (b) in respect of increase in cost of working:  
any additional expense **You** necessarily and reasonably incur solely to prevent or limit a reduction in **Gross Revenue** during the **Indemnity Period** which but for such additional expense would have taken place due to the **Damage**

less any savings during the **Indemnity Period** in **Business** charges or expenses, payable out of **Gross Revenue**, which reduce or cease due to the **Damage**.

If at the time of the **Damage** the Sum Insured is less than the **Annual Gross Revenue** (proportionately increased where the **Maximum Indemnity Period** exceeds twelve months), **You** will 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**.

In respect of increase in cost of working, **We** will not pay more than the reduction avoided by the expenditure.

**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.



## Estimated Gross Revenue

**Estimated Gross Revenue** Sum Insured stated in the **Schedule**.

The insurance is limited to loss of **Revenue** due to:

- (a) reduction in **Revenue**
- and
- (b) increase in cost of working.

**We** will pay:

- (i) in respect of reduction in **Gross Revenue**:  
the amount by which due to the **Damage**, the **Standard Gross Revenue** exceeds the actual **Gross Revenue** during the **Indemnity Period**
- (ii) in respect of increase in cost of working:  
any additional expense **You** necessarily and reasonably incur solely to prevent or limit a reduction in **Gross Revenue** during the **Indemnity Period** which but for such additional expense would have taken place due to the **Damage**

less any savings during the **Indemnity Period** in **Business** charges or expenses, payable out of **Gross Revenue**, which reduce or cease due to the **Damage**.

The most **We** will pay is:

- a. in respect of **Gross Revenue**:  
133⅓% of the **Estimated Gross Revenue** stated in the **Schedule**
- b. overall:  
133⅓% of the **Estimated Gross Revenue** stated in the **Schedule**

and 100% of the Sums Insured by other items unless otherwise agreed by **Us**.

If at the time of the **Damage** the Sum Insured on **Estimated Gross Revenue** is less than 50% of the **Annual Gross Revenue** (proportionately increased where the **Maximum Indemnity Period** exceeds twelve months), **You** will be responsible for the difference and bear a proportionate share of the loss and the maximum **We** will pay is the **Estimated Gross Revenue** stated in the **Schedule**.

## Gross Fees

**Gross Fees** Sum Insured stated in the **Schedule**.

The insurance is limited to loss of **Gross Fees** due to:

- (a) reduction in **Gross Fees**
- and
- (b) increase in cost of working.

**We** will pay:

- (i) in respect of reduction in **Gross Fees**:  
the amount by which due to the **Damage**, the **Standard Gross Fees** exceed the **Gross Fees** during the **Indemnity Period**
- (ii) in respect of increase in cost of working:  
any additional expense **You** necessarily and reasonably incur solely to prevent or limit a reduction in **Gross Fees** during the **Indemnity Period** which but for such additional expense would have taken place due to the **Damage**

In respect of increase in cost of working, **We** will not pay more than the reduction avoided by the expenditure.

**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.

In respect of increase in cost of working, **We** will not pay more than the reduction avoided by the expenditure.

**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

## What is covered

less any savings during the **Indemnity Period** in **Business** charges or expenses, payable out of **Gross Fees**, which reduce or cease due to the **Damage**.

If at the time of the **Damage** the Sum Insured is less than the **Annual Gross Fees** (proportionately increased where the **Maximum Indemnity Period** exceeds twelve months), **You** will 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 not covered

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.

## Increased Cost of Working

Increased Cost of Working Sum Insured 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 subsequent 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) **Your**:
  - (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.

## Rent Receivable

**Rent Receivable** Sum Insured stated in the **Schedule**.

**We** will pay in respect of **Rent Receivable** the difference between:

- (a) the rent which would have been receivable in respect of the **Premises** during the **Indemnity Period** but for the **Damage**
- (b) the amount of rent actually received during the same period

less any savings in charges or expenses of the **Business**, payable out of **Rent Receivable**, which reduce or cease due to the **Damage**.

If at the time of the **Damage** the Sum Insured by this item is less than the rent which, but for the **Damage**, would have been receivable during the twelve months from the date of the **Damage** (proportionately increased where the **Maximum Indemnity Period** exceeds twelve months), **You** will 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**.

**We** will not compensate **You** if:

- (a) **Your**:
  - (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.

### **Additional Increased Cost of Working**

Additional Increased Cost of Working Sum Insured stated in the **Schedule**.

**We** will pay the additional expenditure necessarily and reasonably incurred due to the **Damage** solely for the purpose of avoiding or diminishing the reduction in **Turnover** (or **Gross Revenue** or **Gross Fees** as insured by this Section) during the **Indemnity Period** and which exceeds the amount recoverable as increase in cost of working, under this Section.

The maximum **We** will pay is the Sum Insured stated in the **Schedule**.

**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.

## Section B also provides the following Cover Enhancements

The *Schedule* will show any Extensions which apply.

### *What is covered*

### *What is not covered*

#### 1. Contract Sites

**We** will compensate **You** in respect of loss directly resulting from interruption of or interference with the **Business** carried out by **You** at the **Premises** resulting from **Damage** to **Your Stock, Target Stock** or **Contents** whilst at any situation not in **Your** occupation, where **You** are carrying out a contract within the United Kingdom, the Isle of Man and the Channel Islands by any cause included under Section A - Material Damage (including Theft).

The most **We** will pay in respect of any one occurrence is the Sum Insured shown against this Extension in the **Schedule**.

#### 2. Customers - Specified

**We** will compensate **You** in respect of loss directly resulting from interruption of or interference with the **Business** carried out by **You** at the **Premises** resulting from **Damage** to any of **Your** customers' premises detailed in the **Schedule** within the United Kingdom, the Isle of Man and the Channel Islands by any cause included under Section A - Material Damage (including Theft).

The most **We** will pay in respect of any one occurrence is the Sum Insured shown against this Extension in the **Schedule**.

#### 3. Customers - Unspecified

**We** will compensate **You** in respect of loss directly resulting from interruption of or interference with the **Business** carried out by **You** at the **Premises** resulting from **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 - Material Damage (including Theft).

The most **We** will pay in respect of any one occurrence is the Sum Insured shown against this Extension in the **Schedule**.

#### 4. Denial of Access

**We** will compensate **You** in respect of loss directly resulting from interruption of or interference with the **Business** carried out by **You** at the **Premises** resulting from **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**.

The most **We** will pay in respect of the total of all losses occurring during the **Period of Insurance** is the Sum Insured shown against this Extension in the **Schedule**.

#### 5. Exhibition Sites

**We** will compensate **You** in respect of loss directly resulting from interruption of or interference with the **Business** carried out by **You** at the **Premises** resulting from **Damage** to **Your Stock, Target Stock** or **Contents** whilst at any exhibition or show within the United Kingdom, the Isle of Man and the Channel Islands by any cause included under Section A - Material Damage (including Theft).

The most **We** will pay in respect of any one occurrence is the Sum Insured shown against this Extension in the **Schedule**.

**6. Murder, Suicide, Defective Sanitation or Discovery of Vermin**

**We** will compensate **You** in respect of loss directly resulting from interruption of or interference with the **Business** carried out by **You** at the **Premises** resulting from the occurrence of:

- (a) murder or suicide at the **Premises**
- (b) vermin or pests at the **Premises** where use of the **Premises** is restricted on the order or advice of the competent authority
- (c) 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

For the purpose of this Extension only, the Definition of **Indemnity Period** is amended to read:

"The period during which the results of the **Business** are affected in consequence of the **Damage** beginning:

- (a) in the case of (a) above with the occurrence or discovery of the incident
- (b) in the case of (b) and (c) above the date from which the restrictions on the **Premises** are applied and lasting no longer than the **Maximum Indemnity Period**".

The most **We** will pay in respect of the total of all losses occurring during the **Period of Insurance** is the Sum Insured shown against this Extension in the **Schedule**.

**7. Specified Disease (at the Premises)**

**We** will compensate **You** in respect of loss directly resulting from interruption of or interference with the **Business** carried out by **You** at the **Premises** resulting from 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**

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.

For the purpose of this Extension only, the Definition of **Indemnity Period** is amended to read:

"The period during which the results of the **Business** are affected in consequence of the **Damage** beginning with the occurrence or discovery of the incident and lasting no longer than the **Maximum Indemnity Period**".

The most **We** will pay in respect of the total of all losses occurring during the **Period of Insurance** is the Sum Insured shown against this Extension in the **Schedule**.

**8. Patterns, Moulds, Templates**

**We** will compensate **You** in respect of loss directly resulting from interruption of or interference with the **Business** carried out by **You** at the **Premises** resulting from **Damage** to patterns, jigs, models, templates, moulds, dies, tools, plans, drawings and designs belonging to **You** or held by **You** in trust or on commission for which **You** are responsible, whilst at any machine makers, engineers, founders or other metal workers within the United Kingdom, the Isle of Man and the Channel Islands and whilst in transit thereto and there from by road, rail or inland waterway by any cause included under Section A - Material Damage (including Theft).

The most **We** will pay in respect of any one occurrence is the Sum Insured shown against this Extension in the **Schedule**.

**9. Property Stored**

**We** will compensate **You** in respect of loss directly resulting from interruption of or interference with the **Business** carried out by **You** at the **Premises** resulting from **Damage** to **Your Stock, Target Stock or Contents** whilst stored at any situation not in **Your** occupation within the United Kingdom, the Isle of Man and the Channel Islands by any cause included under Section A - Material Damage (including Theft).

The most **We** will pay in respect of any one occurrence is the Sum Insured shown against this Extension in the **Schedule**.

**10. Public Utilities – (Supply Undertaking)**

**We** will compensate **You** in respect of loss directly resulting from interruption of or interference with the **Business** carried out by **You** at the **Premises** resulting from accidental failure of public supplies of electricity or gas or water at:

- (a) in respect of electricity, any generating station or substation of **Your** supplier(s) of electricity in the United Kingdom, the Isle of Man or the Channel Islands.
- (b) in respect of gas, any land-based premises in the United Kingdom, the Isle of Man or the Channel Islands of:
  - (i) **Your** supplier(s) of gas and
  - (ii) any natural gas producer directly linked to **Your** supplier(s) of gas
- (c) in respect of water, any waterworks or pumping station of **Your** supplier(s) of water in the United Kingdom, the Isle of Man or the Channel Islands.

The most **We** will pay in respect of the total of all losses occurring during the **Period of Insurance** is the Sum Insured shown against this Extension in the **Schedule**.

**11. Public Utilities – (Terminal Ends)**

**We** will compensate **You** in respect of loss directly resulting from interruption of or interference with the **Business** carried out by **You** at the **Premises** resulting from accidental failure of public supplies of electricity or gas or water at the terminal ends of the public supply undertakings' feed to the **Premises**.

The most **We** will pay in respect of the total of all losses occurring during the **Period of Insurance** is the Sum Insured shown against this Extension in the **Schedule**.

**We** will not compensate **You** in respect of **Damage** occurring at any **Premises** wholly or partly occupied by **You**.

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

- (a) accidental failure which lasts less than 24 hours
- (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.

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

- (a) accidental failure which lasts less than 24 hours
- (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.

**12. Public Utilities - Telecommunications (Suppliers Premises)**

**We** will compensate **You** in respect of loss directly resulting from interruption of or interference with the **Business** carried out by **You** at the **Premises** resulting from accidental failure of the supply of telecommunication services at any land based premises of **Your** suppliers(s) of telecommunications and internet services, in the United Kingdom, the Channel Islands or the Isle of Man.

The most **We** will pay in respect of any one occurrence is the Sum Insured shown against this Extension in the **Schedule**.

**13. Public Utilities – Telecommunications (Terminal Ends)**

**We** will compensate **You** in respect of loss directly resulting from interruption of or interference with the **Business** carried out by **You** at the **Premises** resulting from accidental failure of the supply of telecommunication services at the incoming line terminals or receivers at the **Premises**.

The most **We** will pay in respect of any one occurrence is the Sum Insured shown against this Extension in the **Schedule**.

**14. Suppliers - Specified**

**We** will compensate **You** in respect of loss directly resulting from interruption of or interference with the **Business** carried out by **You** at the **Premises** resulting from **Damage** to any of **Your** suppliers' premises detailed in the **Schedule** within the United Kingdom, the Isle of Man and the Channel Islands by any cause included under Section A - Material Damage (including Theft).

The most **We** will pay in respect of any one occurrence is the Sum Insured shown in the **Schedule**.

**15. Suppliers - Unspecified**

**We** will compensate **You** in respect of loss directly resulting from interruption of or interference with the **Business** carried out by **You** at the **Premises** resulting from **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 - Material Damage (including Theft).

The most **We** will pay in respect of any one occurrence is the Sum Insured shown against this Extension in the **Schedule**.

**16. Transit**

**We** will compensate **You** in respect of loss directly resulting from interruption of or interference with the **Business** carried out by **You** at the **Premises** resulting from **Damage** to **Your** property while in transit by:

- (a) road
- (b) rail
- (c) inland waterway

all in the United Kingdom, the Isle of Man and the Channel Islands.

The most **We** will pay in respect of any one occurrence is the Sum Insured shown against this Extension in the **Schedule**.

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

- (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 **Damage** has been caused to the equipment
- (e) as a result of any fault in any parts of the installation at **Your Premises**
- (f) lasting less than 24 consecutive hours.

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

- (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 **Damage** has been caused to the equipment
- (e) as a result of any fault in any parts of the installation at **Your Premises**
- (f) lasting less than 24 consecutive hours.

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

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

**We** will not compensate **You** in respect of **Damage** to:

- (a) road or rail vehicles
- (b) waterborne craft.

## 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. Automatic Reinstatement

The sums insured stated in the **Schedule** will not be reduced by the amount of any claim unless **We** or **You** give written notice to the contrary.

However, **You** must pay the additional premium required to reinstate the Sum Insured.

### 2. Current Cost Accounting

Any adjustment made for current cost accounting will be ignored.

### 3. Departments

If **You** conduct the **Business** in departments and the independent trading results of each are individually ascertainable, the provisions of paragraphs (a) and (b) of the item on **Gross Profit** shall apply separately to each department affected by the **Damage**.

### 4. First Trading Year

For the purpose of any claim arising from **Damage** occurring before the completion of the first year's trading of the **Business**, the amount payable will be based on the trading figures immediately before the **Damage** which causes interruption or interference with the **Business**, to which such adjustments will be made as may be necessary to provide for the trend of the **Business** and for variations in, or other circumstances, affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted shall represent as closely as may be reasonably practicable the results which, but for the **Damage**, would have been obtained during the relative period after the **Damage**.

### 5. Payments on Account

Claim payments on account may be made to **You** during the **Indemnity Period**, if required.

### 6. Professional Accountants Charges

**We** will pay **Your** auditor's and professional accountant's reasonable charges for:

- (a) producing information **We** require for investigating any claim
- (b) confirming the information is in accordance with **Your Business** books.

The maximum **We** will pay for any claim, including auditor's and professional accountant's charges, is the Sum Insured shown in the **Schedule**.

### 7. Property Cover

**We** will not compensate **You** under this Section unless:

- (a) There is in force at the time of **Damage**, an insurance policy covering **Your** interest in the property at the **Premises** for the **Damage** and
- (b) (i) payment has been made or liability admitted for such **Damage**  
or  
(ii) payment would have been made or liability would have been admitted for such **Damage** but for the exclusion of losses below a stated amount in such insurance policy.

### 8. Renewal

In respect of any item on **Estimated Gross Profit** or **Estimated Gross Revenue**, **You** will supply prior to each renewal, the **Estimated Gross Profit** or **Estimated Gross Revenue** for the financial year most closely corresponding to the following **Period of Insurance**.

### 9. Return Premium

In respect of any item on **Gross Profit**, **Gross Revenue** or **Gross Fees**, **We** will allow a return premium for the **Period of Insurance** where:

- (a) **You** provide **Us** with a professional accountant's declaration of **Gross Profit**, **Gross Revenue** or **Gross Fees** earned in **Your** financial year most closely corresponding to that **Period of Insurance** and
- (b) the declared figure (proportionately increased where the **Maximum Indemnity Period** exceeds twelve months) is less than the Sum Insured.

The adjustment will be based on the difference between the declared figure (proportionately increased where necessary) and the Sum Insured.

The maximum **We** will repay is 50% of the premium paid by **You** for the **Period of Insurance**.

**We** will not return premium for any reduction in **Gross Profit**, **Gross Revenue** or **Gross Fees** which is entirely due to a claim.

### 10. Subrogation Rights Waiver

**We** agree to waive any rights, remedies or relief to which **We** may have become entitled by subrogation against any parent or subsidiary company of **Yours** or any fellow subsidiary where **You** are also a subsidiary as defined by the Companies Act or the Companies (N.I.) Order, current at the time of **Damage**.

### 11. 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 – Specified All Risks

(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**

- On Premises means within **Your Premises**
- U.K. means anywhere within the United Kingdom, the Isle of Man and the Channel Islands.
- EU means anywhere within any member country of the European Union or within Iceland, Liechtenstein, Norway or Switzerland
- Worldwide means anywhere in the world.

## The Cover

### **What is covered**

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

The most **We** will pay is the Sum Insured shown against each item in the **Schedule**.

### **What is not covered**

Consequential loss or **Damage** of any kind or description.

#### **Damage** caused by:

- (a) Inherent or latent defect, gradual deterioration, wear and tear, depreciation, frost or change in the water table, its own faulty or defective design or materials
- (b) faulty or defective workmanship, operational error or omission by **You** or any of **Your Employees**  
but **We** will pay for subsequent **Damage** which itself results from a cause not otherwise excluded.

#### **Damage** caused by:

- (a) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, insects or toxic mould
- (b) change in temperature, colour, flavour, texture, finish or atmospheric or climatic conditions
- (c) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates

but **We** will pay for:

- (a) such **Damage** not otherwise excluded which itself results from a **Specified Event** or from any other accidental loss, destruction or **Damage**
- (b) subsequent **Damage** which itself results from a cause not otherwise excluded.

Loss from any **Unattended Vehicle**.

#### **Damage** caused by:

- (a) acts of fraud or dishonesty by any partner, director, or **Employee of Yours**
- (b) unexplained disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error.
- (c) any process of fitting, testing, servicing, repair, renovation or adjustment.

#### **Damage** caused by **Pollution or Contamination**:

but **We** will pay for destruction of or **Damage** to the **Property Insured** not otherwise excluded, caused by:

- (a) **Pollution or Contamination** which itself results from a **Specified Event**
- (b) any **Specified Event** which itself results from **Pollution or Contamination**

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 Sum Insured under each Item shown in the **Schedule** is separately 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 its condition when new provided that the cost is incurred.

# Section D – Money

(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.

### **Business Hours**

The period during which the **Premises** are occupied for **Business** purposes and during which **You** or **Your Employees** entrusted with **Money** are on The **Premises** or at the sites of contract in connection with The **Business**.

## The Cover

### *What is covered*

### *What is not covered*

#### 1. **Money**

##### **Damage to**

- (a) **Money**
- (b) Safes or strongrooms which normally contain **Money** caused by theft or attempted theft.
- (c) stamp franking machines 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**

- Loss from any unattended road vehicle.
- Loss caused by or due to clerical or accounting errors.
- Loss of **Money** during transit by unregistered post.
- Loss resulting from depreciation in value, dishonoured cheques or the use of counterfeit **Money**.
- Loss from
  - (a) gaming, amusement or vending machines in excess of £300
  - (b) any automated teller machine or cash dispensing machine unless specifically insured under this Section.
- Loss occurring outside the United Kingdom, the Isle of Man and the Channel Islands.
- Consequential loss or **Damage** of any kind or description.
- Loss of **Money** more specifically insured elsewhere.
- The **Excess** shown in the **Schedule**.

The most **We** will pay for **Money** is shown below and in the **Schedule**.

Cover description and locations	Limit of liability any one claim
<b>Money :</b>	
(a) in the <b>Buildings</b> during <b>Business Hours</b>	(a) The During <b>Business Hours</b> limit in the <b>Schedule</b>
(b) in a bank night safe	(b) The Bank Night Safe limit in the <b>Schedule</b>
(c) in transit to and from the <b>Premises</b> whilst in the custody of <b>You</b> or an authorised <b>Employee</b>	(c) The In Transit limit in the <b>Schedule</b>
(d) whilst at <b>Your</b> home or the home of any authorised <b>Employee</b>	(d) £500
(e) in the <b>Buildings</b> whilst left unattended or outside <b>Business Hours</b> and not secured in a locked safe	(e) The <b>Money</b> outside <b>Business Hours</b> not in a safe limit in the <b>Schedule</b>
(f) in the <b>Buildings</b> whilst left unattended or outside <b>Business Hours</b> and secured in a locked safe	(f) The Locked Safe outside <b>Business Hours</b> limit in the <b>Schedule</b>
(g) in gaming, amusement or vending machines	(g) £300

**Personal Accident (Assault)**

2.

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 <b>Physical Injury</b> is the only and direct cause of:		
A	Death occurring within 24 months	The Personal Accident (assault cover) limit in the <b>Schedule</b>
B	<b>Loss of Limbs or Eyes</b> occurring within 12 months	The Personal Accident (assault cover) limit in the <b>Schedule</b>
C	<b>Permanent Total Disablement</b> occurring within 12 months	The Personal Accident (assault cover) limit in the <b>Schedule</b>
D	<b>Temporary Total Disablement</b> occurring within 12 months payable up to a maximum of 24 months from the date on which the <b>Insured Person</b> attends a qualified medical practitioner.	Normal weekly wage or salary up to £100 per week

**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. Automatic Telling Machine (ATM) Condition**

Where **You** are responsible for an ATM at the **Premises**, it is a **Condition Precedent** to **Our** liability in respect of loss of **Money** that:

- (a) the filling of any ATM and the removal of **Money** from any ATM is carried on outside **Business Hours**
- (b) outside **Business Hours**:
  - (i) all **Money** is removed from the ATM and placed in a safe
  - (ii) the door to the ATM and security container are left open
  - (iii) notices are displayed in prominent places stating that the ATM holds no **Money**.

**2. 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.

**3. Medical Evidence**

- (a) **We** may require:
  - (i) an **Insured Person** to undergo medical examination
  - (ii) a post mortem to be carried out at **Our** expense.
- (b) **You**, or **Your** legal representative will supply to **Us**, at **Your** expense, any:
  - (i) certificate
  - (ii) information
  - (iii) evidence
 in the format **We** require.

#### 4. Money in Transit

It is a **Condition Precedent** to **Our** liability that:

(a) **Money** in transit is accompanied by the following number of persons, who must either be **You** and/or any director, partner or **Employee** of **Yours**:

- (i) over £3,000 up to £5,000 by at least 2 persons
- (ii) over £5,000 up to £7,500 by at least 3 persons
- (iii) over £7,500 up to £10,000 by at least 4 persons

(b) **Money** in transit over £10,000 to be carried by a professional security company.

(c) private transport is used for amounts of **Money** in transit greater than £3,000 where the distance exceeds half a mile.

#### 5. Premium Adjustment

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

**You** shall at all times allow **Us** to inspect such record 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**.

#### 6. Records and Key Security

If in relation to any claim for loss of **Money** **You** have failed to fulfil any of the following Conditions, **You** will lose **Your** right to indemnity or payment for that claim.

**You** must:

- (a) keep a complete record of **Money** in a secure place other than in a safe or strongroom containing **Money**
- (b) ensure that outside **Business Hours**, all safes and/or strongrooms are kept locked and the keys are removed from the **Premises** unless the **Premises** are occupied by **You** or any director, partner or authorised **Employee** of **Yours**, in which case the keys must be kept in a secure place away from any safe or strongroom.
- (c) ensure that whenever the **Premises** are closed for **Business** or left unattended, all security devices to protect the **Premises** are properly fitted and put into full operation.

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## Section D also provides the following Cover Enhancements

### 1. Clothing and Personal Effects

**Damage** to clothing and **Personal Effects** of **You** or **Your Employees** caused by robbery.

The most **We** will pay is £750 per person.

### 2. Containers

The indemnity provided under this Section includes **Damage** to:

- (a) cases, bags, belts or waistcoats used for carrying **Money**
- (b) cash registers provided they are left open, with **Money** removed, outside of **Business Hours** or whenever the **Buildings** are left unattended caused directly by theft or attempted theft of **Money**.

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

### 3. Fidelity

Theft of **Money** arising from any act of fraud or dishonesty by any of **Your Employees**.

Provided that the theft is discovered by **You** within 7 days of the act of fraud or dishonesty.

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

### (iv) Non-Negotiable Money

The indemnity provided under this Section includes **Non-Negotiable Money** all pertaining to the **Business** and belonging to **You** or which is **Your** responsibility.

The most **We** will pay is £250,000 for any one claim.

## Section E - Book Debts (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.

#### **Damage**

**Damage** to the **Property Insured** caused by one of the events under Section A – Material Damage (including Theft).

### The Cover

#### **What is covered**

**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:
  - (i) the **Book Debts**  
and
  - (ii) 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

- (a) producing information **We** require for investigating any claim  
and
- (b) 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 not covered**

Loss:

- (a) due to records being mislaid or misfiled
- (b) arising from deliberate falsification of records

Failure to collect debts which have been traced and established.

**We** will not compensate **You** if:

- (a) the **Business** is:
  - (i) wound up or carried on by a liquidator or receiver
  - (ii) permanently discontinued
- (b) **Your** interest ceases otherwise than by **Your** death

unless **We** issue written agreement stating otherwise

### 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 Sum Insured under each Item shown in the **Schedule** is separately subject to **Average**.

#### **2. Debit Recording**

It is a **Condition Precedent** to **Our** liability under Section E - **Book Debts** - that at the end of each month **You** must record the total amount outstanding in **Your Customer Accounts**.

**You** must keep this information elsewhere than in the **Building** to that containing **Your** accounting and other **Business** records. This information may be maintained by **Your** accountant.

All **Business** records in which credit accounts are shown will be stored in metal filing cabinets, fire resistant cabinets, safes or strongrooms when not in use by **You**.

# Section F - Goods in Transit

(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.

### **Damage**

**Damage** to **Property Insured** caused by any external and accidental means.

### **Territorial Limits**

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

### **Goods**

The **Property Insured** consisting of **Stock**, **Target Stock** and **Contents**.

## The Cover

The *Schedule* will show which basis is operative.

### **What is covered**

#### **1. In transit by Your own vehicle(s)**

**Damage** to the **Goods** contained in a vehicle owned by **You** or in **Your** custody or control while in transit by **You** or **Your Employee** during the **Period of Insurance** within the **Territorial Limits**.

**Damage** arising from loading or unloading of any motor vehicle owned by **You** or in **Your** custody or control.

The most **We** will pay is the Vehicle Limit shown in the *Schedule*.

#### **2. Sendings by Road Hauliers or by post or rail**

**Damage** to the **Goods** while in transit within the **Territorial Limits** by:

- (a) road hauliers until delivered to the consignee's address and receipt acknowledged or, in the case of return transit, receipt at **Your Premises**
- (b) post, parcel post or rail.

**Damage** whilst temporarily garaged for up to 72 hours.

The most **We** will pay is:

- (a) in respect of sendings by road hauliers, the Consignment Limit shown in the *Schedule*.
- (b) in respect of sendings by post, parcel post or rail, the Package Limit shown in the *Schedule*.

### **What is not covered**

**Damage** arising from:

- (a) inherent or latent defect, gradual deterioration, wear, tear, frost, faulty or defective design or materials
- (b) disappearance, shortage or unexplained or inventory shortage
- (c) the carriage of explosives, radioactive substance and substances with a similar hazard, and other dangerous goods.

**Damage** arising from:

- (a) corrosion, rust, wet or dry rot, shrinkage, evaporation, ordinary leakage, loss of weight, dampness, dryness, marring, scratching, vermin or insects
- (b) **Pollution and/or Contamination**
- (c) deterioration or variation in temperature unless such **Damage** is directly consequent upon fire, theft or attempted theft or overturning or collision of the carrying vehicle.

**Damage** caused by:

- (a) defective or inadequate packing, stowing, insulation or labelling
- (b) its own:
  - (i) mechanical
  - (ii) electrical
  - (iii) electronic
  - (iv) electro magneticderangement unless caused by external means
- (c) delay, loss of market, inadequate documentation or other **Consequential Loss** of any kind or description.

**Damage** arising from:

- (a) confiscation, requisition or destruction by order of any government or any public authority
- (b) riot, civil commotion, strikes, lockouts or labour disturbances.

**Damage** by theft or attempted theft:

- (a) by, or with the connivance of, **You** or any of **Your Employees**
- (b) from any **Unattended Vehicle** owned or operated by **You** or in **Your** care, custody or control:
  - (i) unless all doors and the boot are locked and the keys removed from the vehicle and the windows and other means of access adequately secured and audible alarms and immobilisers (where fitted) set for operation
  - (ii) between the hours of 21.00 or whenever the vehicle was last occupied (whichever is the earlier) to 06.00 or until the vehicle is first used (whichever is the later) unless:

- a. garaged at the time in a fully enclosed property which is securely locked or under constant supervision
- or
- b. in a vehicle security park which is permanently
- c. under constant surveillance by the driver or by another **Responsible Person** authorised by **You**.

**Damage to:**

- (a) artwork transparencies
- (b) audio / visual equipment
- (c) cigarettes, cigars or tobacco
- (d) clothing
- (e) computer equipment or computer games
- (f) curios, pictures and other works of art
- (g) e-cigarettes
- (h) electrical appliances or equipment
- (i) fur clothing
- (j) jewellery or watches
- (k) leather goods
- (l) mobile telephones or radios
- (m) non-ferrous metals
- (n) photographic equipment or binoculars
- (o) precious alloys
- (p) precious or semi-precious stones
- (q) precious metals
- (r) sports equipment
- (s) power driven handtools
- (t) toys or games
- (u) video tapes, CD's and DVD's
- (v) wines, fortified wines or spirits

unless specifically mentioned as insured by this Section in the **Schedule**.

**Damage to:**

- (a) china, glass, earthenware, plasterwork or statuary marble
  - (b) scientific instruments of any kind
- unless directly consequent upon fire, theft or attempted theft or overturning or collision of the carrying vehicle.

**Damage to Goods:**

- (a) temporarily housed whilst in transit for the purpose of making up or processing
- (b) carried by **You** for hire or reward
- (c) comprising:
  - (i) living creatures
  - (ii) explosives
  - (iii) **Money** or bullion
  - (iv) deeds, documents, manuscripts or plans
- (d) in or on soft-topped, open topped, open-sided or curtainsided vehicles or trailers owned or operated by **You** or in **Your** care, custody or control if caused by:
  - (i) storm or flood
  - (ii) theft or attempted theft unless the vehicle is stolen at the same time
  - (iii) malicious persons in respect of **Unattended Vehicles**.

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 sum insured under each Item shown in the **Schedule** is separately subject to **Average**.

#### 2. Automatic Reinstatement

**We** will automatically reinstate the 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

The most **We** will reinstate in any one **Period of Insurance** is the sum insured.

#### 3. 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.

#### 4. Condition of vehicle

- (a) Vehicles must be maintained in a road worthy condition and in a good state of repair
- (b) Security locks and other security devices will be maintained in efficient working conditions.

#### 5. Notification

If **Goods** carried by road hauliers, post, parcel post or rail are **Damaged**, **You** will take all practicable steps to notify the carrier concerned of the **Damage** within the time limits for notification of claims stipulated in the applicable conditions of carriage.

#### 6. Premium Adjustment

If the premium under this Section is based on estimates

provided by **You**, **You** shall keep an accurate record containing all relevant information.

**You** shall at all times allow **Us** to inspect such record 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**.

#### 7. Retention of Damaged Goods

In the event of **Damage** to a package or consignment, **You** will retain the **Goods** and packaging in the same state as delivered for inspection by **Us**.

#### 8. Security Precautions

Whenever **Goods** are in an **Unattended Vehicle**:

- (a) **Goods** will be kept in the boot of an **Unattended Vehicle**
- (b) **Goods** contained in a vehicle with no boot will be covered over and hidden from view

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## Section F also provides the following Cover Enhancements

#### 1. Goods removed from Vehicles

**We** will compensate **You** in respect of **Damage** to **Goods** whilst contained in secure private dwellings, hotels or other secure property

Provided that **Damage** caused by theft or any attempted theft is consequent upon forcible and violent entry or exit only to or from such private dwellings, hotels or other secure property.

#### 2. Personal Effects

**We** will pay following accidental **Damage** to the **Personal Effects** of **You** or **Your Employee** caused by or following an accident to the conveying vehicle whilst going about **Your Business**.

The most **We** will pay is £500 any one event.

#### (b) Reloading or Transfer and Debris Removal

**We** will pay the reasonable additional costs necessarily incurred and for which **You** are responsible:

- (a) to transfer the **Goods** to an alternative vehicle and complete transportation to the intended destination(s) or returning it to its place of despatch if the vehicle on which **Goods** are being carried is disabled as a result of fire, overturning or collision
- (b) to reload the **Goods** onto the vehicle if the load is shed following overturning or collision or there is dangerous movement of the load during the course of transit
- (c) in removal of debris and site clearance following **Damage** to **Goods** in transit.

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

#### 1. Tarpaulins, Sheets, Ropes etc.

**We** will indemnify **You** for accidental **Damage** to tarpaulins, sheets, ropes, securing chains, packing materials and toggles owned by **You** or for which **You** are responsible whilst such property is in use on vehicles owned or operated by **You**.

The most **We** will pay is £500 any one event.

#### 2. Tools and Travellers' Samples

**We** will indemnify **You** for accidental **Damage** to tools and samples belonging to **You** or **Your Employees** on the vehicle.

The most **We** will pay is £250 any one event.

# Section G - Fidelity

(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.

### **Acting in Collusion**

All circumstances where two or more **Employees** are concerned or implicated together or materially assist each other in committing the acts of **Theft**.

### **Date of Acceptance**

- (a) the commencement date of the first **Period of Insurance** under this Policy  
or
- (b) the date on which the **Employee** enters into a contract of service or apprenticeship with **You** whichever is the latest.

### **Employee**

Any person:

- (a) under a contract of service or apprenticeship with **You**
- (b) undergoing training under any Government approved training scheme under **Your** control in connection with the **Business** whilst in **Your** service
- (c) any of **Your** directors if such person -
  - (i) is also employed by **You** under a contract of service
  - (ii) controls no more than 5 per cent of **Your** issued share capital or that of any of **Your** subsidiary companies
- (d) any person retired from full-time employment with **You** who is working for **You** as a consultant under **Your** control or direction.

Provided that such person is normally resident within the **Territorial Limits**.

### **Territorial Limits**

United Kingdom, the Channel Islands and the Isle of Man.

### **Theft**

Any act of fraud or dishonesty by any **Employee** committed with the clear intent of obtaining an improper financial gain:

- (a) for themselves  
or
- (b) for any other person or organisation intended by the **Employee** to receive such gain other than salaries, fees, commission or other **Employee** benefit earned in the normal course of employment.

## The Cover

### **What is covered**

### **What is not covered**

Loss of **Money** or goods belonging to **You** or for which **You** are legally responsible caused by any act of **Theft** committed during the **Period of Insurance** by any **Employee** whilst engaged in the position of employment, discovered and notified to **Us** not later than 24 months after:

- a) the expiry of any **Period of Insurance** in which the act of **Theft** was committed  
or
- b) the termination of this insurance  
whichever occurs first.

The most **We** will pay

- (a) In respect of any one claim:
  - (i) if caused by one **Employee** shall not exceed the Limit per **Employee** specified in the **Schedule**  
or
  - (ii) if caused by two or more **Employees Acting in Collusion** shall not exceed the Limit per **Employee** for each **Employee** involved.

Provided that if **We** shall be liable to compensate more than one party the aggregate amount of indemnity to all parties shall not exceed the Limit of Indemnity noted in the **Schedule**.

- (b) In respect of any one **Period of Insurance** shall not exceed the Limit of Indemnity specified in the **Schedule**

- (a) Loss of interest or **Consequential Loss** of any kind.
- (b) Loss where **You** continue to entrust the defaulting **Employee** with **Money** or goods after becoming aware of any material fact bearing on the honesty of the said **Employee**.
- (c) Loss if there is any change in the nature of the **Business** unless such change is agreed by **Us** in writing.
- (d) Any unexplained shortages.
- (e) The amount of the **Excess** as stated 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

The amount payable shall be:

- (a) an amount equal to:  
the value of the **Money** or the cost of replacement or reinstatement of the goods at the time of the loss, or
- (b) at **Our** option, the replacement or reinstatement of the goods.

### 2. Cessation of Cover

Immediately following the discovery by **You** of any act of **Theft** by an **Employee** all liability for further acts of **Theft** by that **Employee** shall cease.

### 3. Employee References

**You** shall obtain satisfactory references to confirm the honesty of each **Employee** who will be responsible for **Money**, material property, accounts, computer operations or computer programming. Such references shall be obtained directly from former employers for the three years immediately preceding engagement and before the **Employee** is entrusted without supervision.

Such references need not be obtained in respect of **Employees** who have satisfactorily and continuously served **You** for at least 3 years in another capacity before being entrusted with the duties referred to in the paragraph above.

In respect of **Employees** joining directly from school, colleges, universities, government sponsored youth training schemes or are returning to work after a gap of more than three years, one character reference shall be obtained.

It is a **Condition Precedent** to liability under this Section that **You** fulfil all of **Your** obligations under this Condition and no claim under this Section shall be payable unless all of the terms of this Condition have been complied with.

### 4. Employee's Money

All **Monies You** hold at the time of loss which belong or are due to an **Employee** who has committed a **Theft** will be deducted from any claim.

### 5. Minimum Standards of Control

It is a **Condition Precedent** to liability under this Section that **You** shall observe and comply with the following Minimum Standards of Control otherwise no claim under this Section shall be payable.

#### (a) Auditors

**Your** accounts including all subsidiary companies shall be examined by external auditors every twelve months. All recommendations or alternatives acceptable to the auditors shall be implemented without delay.

#### (b) Cheque signing

All cheques or other bank instruments for more than £2,500 shall require two manually applied signatures to be added after the amount has been inserted. No cheque or instrument must be signed until one signatory has examined the supporting documentation. **Your** bankers shall be advised of the above requirements as to signatures.

#### (c) Payroll

In respect of **Employees** not paid by crossed cheque or credit transfer the cost of the payroll will be subject to an independent check before payment to ensure that the total amount drawn is correct.

At least quarterly and independently of persons responsible the payroll will be checked to minimise the possibility that fictitious names and enhanced payments have been included.

#### (d) Stocktaking

There will be a physical check of all **Stock** held against verified **Stock** records, independent of **Employees** who are responsible, at least every 12 months.

#### (e) Ordering Stock

Different **Employees**, acting independently, shall be responsible for the ordering of **Stock**, the recording of receipt of such and the authorising of payment for it.

#### (f) Computer Security

Security checks will be built into all computer functions with reconciliations made as necessary. Responsibilities for authorisation of transactions, processing of transactions and handling of output shall be exercised by different **Employees**.

### 6. Premium Adjustment

If the premium under this Section is based on estimates provided by **You**, **You** shall keep an accurate record containing all relevant information. **You** shall at all times allow **Us** to inspect such record 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**.

### 7. Recoveries of further Monies

Any recoveries made by **You** shall be applied in the following order

- a) to reimburse **You** in full for that part (if any) of the loss which exceeds the Limit of Indemnity applicable to that loss (but NOT the amount of any **Excess** applicable)
- b) to reimburse **Us** if payment has already been made or if not to reduce that part of the loss for which **We** are responsible under this insurance
- c) finally to reduce that part of the loss for which **You** are responsible by virtue of any **Excess** or for which other underwriters may be responsible under any other policies of insurance of which this insurance is in excess.

### 8. Termination of Service

Upon the termination of service of any **Employee You** shall take all reasonable security precautions to prevent **Theft** by that **Employee**.

## Section G also provides the following Cover Enhancements

### I. Auditors Fees Rewriting of System Records

Where there is a direct loss of **Money** or goods resulting in a valid claim under this Section **We** will also pay for:

- (a) auditors fees incurred with **Our** written consent solely to substantiate the amount of the claim
- (b) the reasonable cost of rewriting or amending the software programs or systems where such re-writing or amending is necessary to correct the programs or amend the security codes following the fraudulent use of computer hardware or software programs or computer systems the subject of a claim for which liability is admitted under this Section.

Provided that the total of **Our** liability including any amount payable under the provisions of this Extension shall in no case exceed the Limit of Indemnity specified in the **Schedule**.

### II. Non-contribution - Legal Liability

If at the time of loss of **Money** or goods for which **You** are legally responsible or at the time a claim for such property arises **You** are (or would be but for the existence of this insurance) entitled to indemnity under any other insurance or to recover under any guarantee or indemnity fund **We** shall not be liable except in respect of any excess beyond the amount which would have been payable under such other insurance, guarantee or fund had this insurance not been effected.

### III. Pension Fund Trustees

(a) At **Your** request, **We** will compensate the trustees of any pension fund or other **Employee** benefit scheme set up to provide benefit to **Your Employees** in respect of any loss of **Money** or goods which the trust may incur as a result of any act of **Theft** as otherwise insured by this Section committed by any of **Your Employees**.

(b) For the purpose of this Extension all persons nominated as trustees shall be deemed **Employees**.

### IV. Temporary Agency Staff

The term **Employee** shall include any person furnished by a staff or employment agency who by arrangement with such agency is working for **You** on a temporary or part time basis in connection with the **Business** to perform the function and duties of an **Employee** under **Your** control or direction but not including persons employed:

- (a) as drivers
  - or
  - (b) in connection with
    - (i) warehouse duties
    - or
    - (ii) computer operations or computer programming
- unless specifically stated as insured herein.

Provided that:

- (a) **We** shall not be liable for any loss caused by any such person if such loss is also covered for the benefit of **You** by any insurance or guarantee held by the staff or employment agency furnishing the person concerned
- (b) the amount of wages and salaries declared shall include the total amount of fees paid to staff and employment agencies in respect of temporary agency staff described above
- (c) the **Employee** References Condition shall not apply to the temporary agency staff described above.

# Section H - Employers' Liability

(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.

### **Compensation**

Damages, including interest.

### **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.

## 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

(i) accommodation, exploration, drilling or production rig or platform

(ii) support vessel

(b) for which compulsory insurance or security is required under either

(i) the Road Traffic Act 1988, or

(ii) the Road Traffic (Northern Ireland) Order 1981

or any amending or subsequent legislation.

(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 H 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. Contractual Liability

**We** will compensate **You** in respect of liability for **Bodily injury** imposed on **You** solely by reason of the terms of any agreement.

Provided that the conduct and control of any claim is vested in **Us**.

**We** will not provide indemnity in respect of any agreement for or including the performance of work outside the United Kingdom, the Isle of Man or 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:

- (i) 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**
- (ii) in respect of proceedings which
  - a. result from any deliberate act or omission by **You**
  - b. relate to any person other than an **Employee**
- (iii) in respect of any:
  - a. fines
  - b. remedial or publicity orders or any steps required to be taken by such orders
- (iv) 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. 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 person who is not an **Employee**
- (c) where indemnity is provided by another insurance policy.

## 7. 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
  - (iv) those who hire plant to the extent required by the hiring conditionsor 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.

## 8. 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**:
  - (i) is caused during the **Period of Insurance**
  - (ii) 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 I – Public and Products Liability

(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.

### **Compensation**

Damages, including interest.

### **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.

### **Damage**

Physical loss, destruction or damage.

### **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 **Pollution 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:
  - (i) arrest, detention or imprisonment
  - (ii) eviction
  - (iii) accusation of shoplifting.

### **Property**

Material property.

### **The Works**

- All works completed or to be completed by **You** or on **Your** behalf including
- (1) all materials incorporated or to be incorporated
  - (2) plant, tools, equipment and temporary buildings used or to be used
- for the period during which **You** are responsible under contract conditions

## The Cover

### **What is covered**

**Your** legal liability to pay:

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

as a result of accidental:

- (i) **Personal Injury**
- (ii) **Damage to Property**
- (iii) 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
  - (ii) watercraft exceeding 8 metres in length, railways, railway locomotives or carriages
  - (iii) motor vehicle, trailer or plant:
    - a. in circumstances to which road traffic legislation applies other than:
      - i. where described in the Motor Contingent Liability Extension
      - ii. the loading or unloading of any such vehicle, trailer or plant
    - 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 the Hired, Leased or Rented Premises Extension or the Personal Belongings Extension.
- (d) **Damage** to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating
  - i. **Products Supplied** (other than **Products Supplied** under a separate contract).
  - ii. **The Works.**
- (e) recalling or making refunds in respect of:
  - i. in respect of **Products Supplied.**
  - ii. **The Works**
- (f) the cost incurred by anyone in repairing, removing, altering, replacing, reapplying, rectifying, or reinstating defective work carried out by **You** or on **Your** behalf.
- (g)
  - (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.
- (h) liability imposed on **You** solely by reason of the terms or any contract conditions or agreement in connection with **Products Supplied.**
- (i)
  - (i) the carrying out of any work
  - (ii) any **Products Supplied** which affects or could affect:
    - a. the navigation, propulsion or safety of any aircraft or other aerial device
    - b. the safety or operation of nuclear installations
    - c. the safety or operation of airports or aerodromes
    - d. runways, manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access
    - e. the braking, steering, suspension system or other critical systems of marine vessels, motor vehicles or rail vehicles.
- (j) any **Product Supplied** which to **Your** knowledge is for use in or supply directly or indirectly to the United States of America or Canada.
- (k) advice, certification, consultancy, design, formula, inspection, instruction, specification or testing provided separately by **You** or on **Your** behalf for a fee or under a separate contract.
- (l) 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.
- (m) errors in connection with the sale, supply, making up, prescribing or dispensing of any drug, medicine, medical, cosmetic or toilet preparation.
- (n) **Pollution 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 or Contamination** which arises out of one incident will be deemed to have occurred at the time such incident takes place.

- (o) (i) exposure to
- (ii) inhalation of
- (iii) fears of the consequences of exposure to or the inhalation of
- (iv) 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**.
  
- (p) (i) work in or on, or travel to, from or within
- (ii) **Products Supplied**, which to **Your** knowledge is for use in or on any offshore:
  - a. accommodation, exploration, drilling or production rig or platform
  - b. support vessel.
  
- (q) In respect of **Damage** to **Property** the **Excess** shown in the **Schedule**.
  
- (r) 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.
  
- (s) work on or in
  - a. power stations or nuclear installations/establishments.
  - b. oil, gas or chemical
    - (i) refineries
    - (ii) bulk storage premises
    - (iii) production premises.
  - c. aircraft, aerospace systems or hovercraft.
  - d. watercraft other than work, not involving the use of heat, on or in watercraft in docks, harbours, boatyards or inland waterways.
  - e. railways, tramways, airports, aerodromes or any airbase.

## 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. Use of Heat

It is a **Condition Precedent** to **Our** liability that the following precautions are complied with on each occasion when **You** or any of **Your Employees** or sub-contractors are using any oxyacetylene or electric welding or cutting plant, blow lamp, blow torch, hot air gun, tar, bitumen or asphalt heater, angle grinder away from **Your** premises:

- (a) The immediate area in which the operation is to be carried out must be segregated to the greatest practicable extent by use of screens made of metal and/or fire-retardant material
- (b) The whole of such segregated area must be adequately cleaned and freed from combustible material before operations commence
- (c) Combustible floors and substances in or surrounding such segregated area must be liberally covered with sand or protected by overlapping sheets of incombustible material
- (d) Where work is being carried out in any enclosed area an additional **Employee of Yours** or an employee of the occupier shall be present at all times to guard against an outbreak of fire
- (e) No work should be carried out unless specifically authorised by the occupier who should also be asked to approve the safety arrangements
- (f) Suitable fire extinguishers and/or connected water hoses must be ready tested and available for immediate use near the scene of operation

- (g) A thorough examination must be made in the vicinity of the work approximately one hour after the termination of each operation. In the event that it is not practical for the examination to be carried out by **Your Employees** then the appropriate arrangements must be made with the occupier
- (h) Before burning of metal work built into or projecting through walls or partitions an examination should be made to confirm that the other end of the metal is not in hazardous proximity to combustible material which may be ignited by the conduction of heat.

In addition it is a **Condition Precedent** to **Our** liability that whenever tar, bitumen or asphalt heaters are in use all heating of tar, bitumen, asphalt or pitch is carried out in a suitable vessel and the vessel is located at ground level and in the open air.

### 3. Underground Services Condition and Excess

It is a **Condition Precedent** to **Our** liability that the following precautions are complied with on each occasion when **You** or any of **Your Employees** or sub-contractors are undertaking digging, excavating, boring or similar work that

**You** maintain in force a system of work for controlling the risks of **Bodily Injury** or **Damage** and before starting work **You**

- (a) Take (or cause to be taken) all reasonable steps including contacting the appropriate authorities, to find out whether any pipes, cables or other services, which could be at risk are, at the site, and
- (b) Keep a written record of the steps taken, and
- (c) Inform whoever is carrying out the work of the location of pipes, cables, or other services.

The **Excess** in respect of each and every event relating to **Damage** to optical fibre cables is increased to £1,000

## Section I 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. Contractual Liability

**We** will compensate **You** in respect of liability for **Bodily injury** or **Damage to Property** imposed on **You** solely by reason of the terms of any agreement.

Provided that the conduct and control of any claim is vested in **Us**.

**We** will not provide indemnity in respect of any agreement for or including the performance of work outside the United Kingdom, the Isle of Man or the Channel Islands.

### 3. 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.

### 4. Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Expense 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:

- (i) 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**
- (ii) in respect of proceedings which:
  - a. result from any deliberate act or omission by **You**
  - b. relate to any **Employee**
- (iii) in respect of any:
  - a. fines
  - b. remedial or publicity orders or any steps required to be taken by such orders
- (iv) where indemnity is provided by another insurance policy.

### 5. 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

## 6. 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.

## 7. 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 loss.
- (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

## 8. Defective Premises

**We** will compensate **You** in respect of liability arising for accidental **Bodily Injury** or **Damage to Property** 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**.

## 9. Health and Safety Legislation - Legal Defence Costs

**We** will compensate **You** and, at **Your** request any of **Your** directors, partners or **Employees** 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**:

- (i) 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.
- (ii) in respect of:
  - a. fines or penalties of any kind
  - b. proceedings resulting from any deliberate act or omission of any party claiming to be indemnified
  - c. proceedings relating to the health, safety or welfare of any **Employee**.
- (iii) 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, not owned by **You** but 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
  - (iv) those who hire plant to the extent required by the hiring 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:

- (a) in the United Kingdom, the Isle of Man and the Channel Islands and
- (b) in connection with the **Business** of any motor vehicle or trailer attached thereto not belonging, loaned, leased, hired or rented to or provided by **You**.

**We** will not compensate **You**

- (a) in respect of **Damage** to the vehicle or trailer or goods carried in or on the vehicle or trailer
- (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 whilst away from **Your Business Premises** in connection with the **Business**.

**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.

# Section J – Contract Works & Plant

(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.

### **Contract**

Any contract or agreement entered into by **You** to carry out work in the course of The Business where the estimated Maximum Contract Price does not exceed the amount stated in the *Schedule*.

### **Contract Site**

- (a) A site within the *Territorial Limits* at which **You** are carrying out work under a **Contract**,
- Or
- (b) the site address stated in the *Schedule* if cover applies to a specific **Contract**.

### **Damage**

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

### **Employees' Tools**

Employees' tools and personal belongings while on or adjacent to any **Contract Site** and in transit between **Your** premises and the **Contract Site** other than

- (a) motor vehicles.
- (b) gold or silver articles.
- (c) watches or jewellery.
- (d) Money.

### **Estimated Original Contract Price**

The estimated valuation of the **Works** to be carried out or the estimated contract price at the commencement date of the **Contract** or **Works**.

### **Existing Structures**

Any property (including fixtures, fittings and contents) which, prior to the commencement of any **Contract**, forms part of any structure.

### **Free Issue Materials**

Materials for incorporation into the **Contract**

- (a) issued free to **You** by or on behalf of **Your** Employer and
- (b) for which **You** are responsible under the conditions of the **Contract** the value of which will not be included in the final valuation of the **Works** carried out or the final contract price and which are not otherwise excluded from this Section.

### **Hired in Plant**

Plant, scaffolding, tools, equipment, site huts and temporary buildings hired in by **You** for use in connection with any **Contract** while anywhere within the *Territorial Limits* including transit other than by sea or air.

### **Maintenance Period**

The period indicated in the conditions of the **Contract**, but not exceeding 12 months, during which **You** are responsible for rectifying defects.

### **Maximum Contract Price**

The maximum price of any **Contract** for which **We** will provide indemnity as stated in the *Schedule*.

### **Practical Completion**

Works which are

- (a) completed,
- or
- (b) complete except for the prospective buyers' or tenant's choice of decorations or final fittings.

### **Property Insured**

- (a) **Property Insured** as detailed in the *Schedule*
- (b) **Works, Your Plant** and **Hired in Plant** which **You** own or are responsible for as stated in the *Schedule*.

### **Territorial Limits**

The United Kingdom, the Isle of Man and the Channel Islands

### **Works**

- (a) Temporary or permanent works completed or to be completed as part of any **Contract** and/or
- (b) materials for incorporation whilst on or adjacent to the **Contract Site** and in transit to or from the **Contract Site** other than by sea or air.

### **Your Plant**

Plant, scaffolding, tools, equipment, site huts and temporary buildings owned by **You**, while anywhere within the *Territorial Limits* including transit other than by sea or air.

## The Cover

### What is covered

We will compensate **You** in respect of **Damage** to the **Property Insured** during the Period of Insurance and within the **Territorial Limits**.

The maximum that **We** will pay in respect of any one occurrence which gives rise to a claim under this Section is

#### (1) Works

(Which includes any liability **We** may have in respect of the cover provided under the Cover Enhancements) 125% of the **Estimated Original Contract Price** including the value of **Free Issue Materials** in respect of any **Contract** or **Works**.

**We** will have no liability under this Section where the **Estimated Original Contract Price** plus the value of **Free Issue Materials** exceeds the Sum Insured stated in the **Schedule** at the time of **Damage**.

#### (2) Your Plant

The Sum Insured stated in the **Schedule** at the time of **Damage**.

#### (3) Hired in Plant

The Sum Insured stated in the **Schedule** at the time of **Damage**.

#### (4) Employees' Tools

The Sum Insured stated in the **Schedule** at the time of **Damage**.

The maximum that **We** will pay in respect of any one **Employee** is the limit stated in the **Schedule**.

### What is not covered

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

- (1) **Damage** to any part of the permanent **Works**
  - (a) for which a certificate of completion has been issued, or
  - (b) which has been completed and handed over to **Your** employer, or
  - (c) taken into use unless the **Damage** occurs
    - (i) during the **Maintenance Period** but is caused before the beginning of the **Maintenance Period**, or
    - (ii) while **You** are carrying out **Your** obligations under the **Maintenance Period**, or
    - (iii) within 14 days of the issue of a certificate of completion but only to the extent **You** are responsible under the conditions of the **Contract**.
- (2) **Damage** as a result of
  - (a) gradual deterioration or wear and tear.
  - (b) rust or mildew.
- (3) repair to or replacement of any item of **Your Plant** or **Hired in Plant** caused by its own mechanical or electrical breakdown, failure, breakage or derangement other than in respect of **Hired in Plant** and for which **You** are responsible under the terms of a hire agreement not being a leasing or hire purchase agreement.
- (4) **Damage** to
  - (a) **Existing Structures**.
  - (b) **Money**.
  - (c) any mechanically propelled vehicle, including any trailer attached, licensed for road use and for which a certificate of motor insurance is required, other than a vehicle used solely as a tool of trade.
  - (d) any aircraft or waterborne vessel.
  - (e) property for which **You** are relieved of responsibility by the conditions of the **Contract**.
- (5) **Damage**
  - (a) by disappearance or shortage discovered only when an inventory is taken.
  - (b) which is not traceable to an event
- (6) **Damage** caused by pollution or contamination other than that of or to the **Property Insured**.
- (7) liquidated damages, fines or any other penalties under contract for delay or non-completion.
- (8) consequential loss or damage of any kind.
- (9) the cost of normal upkeep or making good.
- (10) **Damage** to and the cost necessary to reinstate or repair
  - (a) **Property Insured** which is in a defective condition due to a defect in
    - (i) design, plan or specification
    - (ii) materials
    - (iii) workmanshipof or of any part of that **Property Insured**.
  - (b) other **Property Insured** to enable the reinstatement or repair of **Property Insured** excluded by (a) above.

This exception will not apply to other **Property Insured** which is free of the defective condition but is damaged as a result.

**Property Insured** will not be considered as having suffered **Damage** solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in, or in any part of, that **Property Insured**.

11) the **Excess/Excesses**.

(12) any **Damage** whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

(a) **Terrorism**

(b) civil commotion in Northern Ireland

(c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above

**Terrorism** shall mean

(i) in respect of **Damage** occurring in England Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands) acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

(ii) in respect of **Damage** occurring in any Territory not specified in (i) above any act or acts including but not limited to

a) the use or threat of force and/or violence

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(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

In any action suit or proceedings where We allege that any **Damage** results from **Terrorism** as defined above and is therefore not covered by this Section the burden of proving that any such **Damage** is covered under this Section will be upon **You**.

(13) the theft of unfixed non-ferrous metals of any description unless at the time of theft

(a) an authorised **Employee** or agent of **The Policyholder** is actually on site,

or

(b) such property is contained in a securely locked container or building.

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## Section Conditions (also refer to the General Policy Conditions)

### 1. Adjustment of Premium

If the premium is based on estimates **You** have supplied

**You** must

(1) keep accurate records (which **We** may require to examine) of all relevant information.

(2) submit a declaration within one month after the expiry of the Period of Insurance so that the premium can be calculated and (subject to any minimum premium requirements) any difference paid by or to **You**.

### 2. Cessation of Work

If, for whatever reason, construction work at the **Contract Site** is suspended or stopped, **You** must notify **Us** within 30 days of the suspension or stoppage.

We may at **Our** option

(i) modify **Your** premium

(ii) amend the terms and conditions of this Section

(iii) require **You** to make alterations to the **Contract Site** and/or the **Works**

(iv) exercise **Our** right to cancel **Your** policy under **Our Right to Cancel Your Policy**

If, in the event of any claim for **Damage**, **You** have failed to advise **Us** that construction work at the **Contract Site** has been suspended or stopped, and the suspension or stoppage has been in excess of 30 days, **We** may at **Our** option, avoid the claim.

### 3. Diminution of Damage



**You** shall carry out and permit any action which may be reasonably practicable to diminish **Damage** and, at **Our** request and expense, comply with and co-operate in any measures that may be reasonably required.

#### 4. Timber Frame Construction

**We** will not provide compensation for **Damage** to **Property Insured** where **Timber Frame Construction** is utilised

- (1) on more than two floor levels including and above ground level, or
- (2) where the **Estimated Original Contract Price** exceeds £1,000,000

unless otherwise stated in the **Schedule**.

For the purposes of this Endorsement the following definition applies.

Timber Frame Construction

A method of timber construction that commonly utilises platform building techniques where the structural frame is made from wood.

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## Section J also provides the following Cover Enhancements

### 1. Additional Interests

**We** will, to the extent required by the conditions of the **Contract**, include the interest as joint insured of any

- (1) employer,
- or
- (2) contractor.

### 2. Automatic Reinstatement

The Sums Insured stated in the **Schedule** will not be reduced by the amount of any claim unless **We** or **You** give notice to the contrary.

**You** must pay any additional premium required by **Us** to reinstate the Sums Insured.

### 3. Consecutive Damage

**Damage** to **Property Insured** at any one **Contract Site** during a period of 72 consecutive hours caused by

- (1) earthquake
- (2) storm, flood or other water damage
- (3) subsidence or collapse

will be considered for the purpose of applying any **Excess** as one occurrence of **Damage**.

### 4. Continuing Hire Charges

**We** will compensate **You** in respect of **Your** legal liability to pay continuing hire charges as a result of **Damage** to any item of **Hired in Plant** insured under this **Section**.

### 5. Damage to Security Devices

If the attempted theft of any vehicle included within **Your Plant** or **Hired in Plant** results in **Damage** only to the vehicle immobiliser, locating, tracking or other security device, **We** will apply a reduced **Excess** of £50.

### 6. Debris Removal

**We** will compensate **You** in respect of the costs and expenses that **You** incur, with **Our** consent, for

- (1) removing debris
- (2) dismantling or demolishing
- (3) shoring up or propping
- (4) clearing or repairing drains or service mains

following **Damage** to **Property Insured**.

The maximum that **We** will pay in respect of any one loss is 25% of the **Estimated Original Contract Price**.

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

- (1) incurred in removing debris from anywhere other than the site of the **Damage** and the area adjacent to it.
- (2) arising from pollution or contamination of property not insured under this Section.
- (3) more specifically insured.

### 7. Dwellings

All **Contracts** or **Works** solely concerned with the erection of private dwellings not exceeding four storeys in height are insured under this Section irrespective of the **Estimated Original Contract Price** of such **Contracts**.

The maximum that **We** will pay in respect of any one loss is 125% of the Sum Insured in the description of the **Contract** or **Works** in the **Schedule**.

## 8. European Union and Public Authorities

Following **Damage** to **Works**, **We** will pay the additional cost of reinstating the **Property Insured** necessary to comply with any

- (1) European Union Legislation.
- (2) Act of Parliament.
- (3) Byelaws of any public authority.

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

- (1) 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**.
- (2) any charge or assessment arising from capital appreciation following compliance with this legislation.

The reinstatement, repair or replacement

- (a) must begin and be carried out as quickly as possible.
- (b) may be carried out on another site if necessary provided this does not increase **Our** liability.

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

The maximum **We** will pay under this Extension in respect of any one **Contract** is the Sum Insured as stated in the **Schedule**.

## 9. Expediting Expenses

**We** will compensate **You** in respect of the reasonable costs and expenses that **You** incur for

- (1) overtime
  - (2) night work
  - (3) work on public holidays
  - (4) special delivery
- to reinstate or repair **Property Insured** following **Damage**.

The maximum that **We** will pay in respect of any one loss is 25% of the amount which reinstatement, repair or replacement would have cost if these expenses had not been incurred.

## 10. Free Issue Materials

The **Works** will include any **Free Issue Materials** provided **You** include their value in

- (1) the contract price of any **Contract**
- (2) the declaration required by the **Adjustment of Premium** Special Condition of this Section.

## 11. Immobilised Plant

**We** will compensate **You** in respect of necessarily incurred costs for the withdrawal or recovery of **Your Plant** or **Hired in Plant** accidentally immobilised on or adjacent to any **Contract Site**.

**We** will not pay for withdrawal or recovery required as a result of the breakdown of **Your Plant** or **Hired in Plant**.

## 12. Incidental Hiring of Plant

**We** will compensate **You** in respect of **Damage** to any item of **Your Plant** while it is hired or loaned to a third party.

The maximum that **We** will pay in respect of any one loss is £25,000.

## 13. Indemnity to Sub-Contractors

**We** will, to the extent required by contract conditions, provide indemnity to nominated or domestic sub-contractors in respect of **Damage** to the **Property Insured**.

## 14. Locating and Tracking Devices

**We** will not apply an **Excess** in respect of theft of a vehicle which is

- (1) insured under **Your Plant** or **Hired in Plant** and
- (2) fitted with an activated operational locating/tracking device of a type approved by **Us**.

## 15. Loss of Keys

If the key to any immobiliser permanently fitted to a vehicle included as **Your Plant** or **Hired in Plant** is lost or stolen, **We** will compensate **You** in respect of the cost of replacing the cylinder of the lock.

The maximum that **We** will pay in respect of any one loss is £500.

**We** will not compensate **You** in respect of the first £50 of each claim.

## 16. Off-Site Storage

The **Works** includes materials, anywhere within the **Territorial Limits**, separately stored and identified for inclusion in any **Contract**.

The maximum that **We** will pay in respect of any one loss is either

- (1) the value of the materials as detailed in an interim certificate under any standard printed contract conditions
- or
- (2) where materials have not been included in an interim certificate under any standard printed contract conditions
- (a) £50,000,
  - or
  - (b) £25,000 for non-ferrous metals provided they are stored in a securely locked container or building,
  - or
  - (c) 15% of the **Estimated Original Contract Price** whichever is the lower.

#### **17. Professional Fees**

**We** will compensate **You** in respect of professional fees necessarily incurred in reinstating, repairing or replacing the **Works** following **Damage**.

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

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

#### **18. Redrawing Plans or Documents**

**We** will compensate **You** in respect of the cost of rewriting or redrawing plans, drawings or other Contract documents following **Damage**.

The maximum that **We** will pay in respect of any one loss is £25,000.

#### **19. Show Properties**

We will compensate **You** in respect of **Damage** to show properties including their contents.

The maximum that **We** will pay in respect of the contents of any one show property is £35,000.

#### **20. Speculative Building**

We will compensate **You** in respect of **Damage** to any private dwelling **You** have erected on a speculative basis.

This indemnity will cease on

- (1) the date **You** sell, lease or rent the property,
- or
- (2) 180 days from **Practical Completion**

whichever is the earlier.

#### **21. Taken Into Use**

We will compensate **You** in respect of **Damage** to any part of the permanent **Works** taken into use as private dwellings or offices.

This indemnity will cease when

- (1) a certificate of completion has been issued,
- or
- (2) the permanent **Works** have been completed and handed over to **Your** employer

# Section K - 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**

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 HM Government in the United Kingdom or any other government de jure or de facto.

#### **Computer System**

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

#### **Covered Loss**

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**.

#### **Data**

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

#### **Denial of Service Attack**

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

#### **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**

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

#### **Heads of Cover**

Any of the following types of direct insurance cover

- (1) Buildings and completed structures
- (2) Other property
- (3) Business Interruption
- (4) Book Debts

insured under this policy.

#### **Individual**

Any person other than

- (1) a company, association, public body or partnership unless the partnership is not set up for the purpose of a business
- (2) a sole trader, trustee or body of trustees provided that the property insured is not solely occupied as a private residence of the sole trader or of either a trustee or beneficiary of the trust. If however, the property is a private dwelling house or a self-contained unit insured as part of a block of units (i.e. a block of flats), and is occupied as a private residence by any of the trustee(s) or any beneficiary of the trust, or sole trader(s), it will be considered that the property is insured in the name of the individual
- (3) a person insuring property which is the subject of a trust or of an executorship of a will unless some part of it is:
  - (a) occupied by a beneficiary or a trustee of the trust in question, or by a beneficiary or an executor of the will in question; or
  - (b) located in premises owned by any such person,and the commercially occupied proportion of the property does not exceed 20%
- (4) an individual insuring property that is of sole commercial use
- (5) an individual insuring property where the commercially occupied proportion of the property exceeds 20%.

Where two or more persons have arranged insurance on a private residence or private property in their several names, and/or the name of the **Policyholder** includes the name of a bank, building society or other financial institution for the purpose of noting their interest in the property insured, then such persons will be deemed to be an Individual in respect of that private residence or private property.

#### **Nuclear Installation**

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

- (1) the production or use of atomic energy;
- (2) 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
- (3) 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**

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

### **Phishing**

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

### **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**.

### **Territory**

England and Wales and Scotland (but not the territorial seas 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**

### **What is covered**

**We** will indemnify **You** in respect of a **Covered Loss** during the **Period of Insurance** subject to the provisions set out below.

The maximum **We** will pay in any one **Period of Insurance** will not exceed the limit of liability or Sum Insured for each of the **Heads of Cover** specified in the Section of this policy.

In any action, suit or proceedings where **We** allege that any loss is not covered by this Section, **You** must prove that the loss is covered.

This Section is subject to all the Definitions, Conditions and Clauses of the Sections where the **Heads of Cover** are insured. If there is conflict between this Section and the rest of the policy, this Section will prevail.

### **What is not covered**

#### Exceptions

**We** will not indemnify **You** in respect of any losses whatsoever

- (1) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power
- (2) unless and until the **Treasury** issues a certificate certifying the event or events in question to have been an **Act of Terrorism**, or, in the event of the **Treasury** refusing to issue such a certificate, a tribunal formed following reference by Pool Reinsurance Company Limited or the **Treasury** determines the event or events in question to have been an **Act of Terrorism**.
- (3) directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
  - (a) damage to or the destruction of any **Computer System**; or
  - (b) any alteration, modification, distortion, erasure or corruption of **Data**;

in each case whether **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 Exception (3)

- (1) **Covered Loss** otherwise falling within Exception (3) will not be treated as excluded by Exception (3) solely to the extent that such **Covered Loss**:
  - a) results directly (or, solely as regards (b) (iii) below, indirectly) from
    - (i) fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system),
    - (ii) impact of aircraft or any aerial devices or articles dropped from them,

- (iii) 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,
  - (iv) destruction of, damage to or movement of buildings or structures, plant or machinery other than any **Computer System**; and
- b) comprises:
- (i) the cost of reinstatement, replacement or repair in respect of damage to or destruction of **Property** insured under any of the **Heads of Cover**; or
  - (ii) 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 and not by way of liability to any third party as a direct result of either damage to or destruction of **Property** insured under any of the **Heads of Cover** or as a direct result of denial, prevention or hindrance of access to or use of the **Property** insured under any of the **Heads of Cover** by reason of an **Act of Terrorism** causing damage to other **Property** within one mile of the **Property** insured under any of the **Heads of Cover** to which access is affected; or
  - (iii) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of **Property** and any additional costs or charges reasonably and necessarily paid by **You** to avoid or diminish such loss; and
- c) 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.
- (2) For the purposes of this Proviso **Property** shall (additionally to those exclusions in the definition of Property below) exclude
- a) any money, 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, including anything referred to in the definition of "Money" as set out in this policy; and
  - b) any **Data**.
- (3) Notwithstanding the exclusion of **Data** from **Property**, to the extent that damage to or destruction of **Property** within the meaning of sub-paragraph (1) (b) 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 (1) (a) 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 (1) (a) and (1)(b) above from being recoverable under this Section.

In no other circumstances, 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 Section.

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## 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.

3.1 Carrwood Park  
Selby Road  
Swillington Common  
Leeds  
West Yorkshire  
LS15 4LG

t. 0113 345 1768

e. [brokerenquiries@onecommercial.co.uk](mailto:brokerenquiries@onecommercial.co.uk)

w. [www.onecommercial.co.uk](http://www.onecommercial.co.uk)



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Registered office: 3.1 Carrwood Park, Selby Road, Swillington Common, Leeds, West Yorkshire, LS15 4LG.  
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