



Policy wording

Contractors Combined

April 2019

NAPIT | insurance

Contents

This is a sectional policy with the contents page numbers referring to the page in the document.

The numbers at the foot of each page refer to the page number in the individual section. Your policy schedule will identify the policy sections which are insured. Where Management Liability – Legal Protection is shown as insured on your policy schedule, the following sections are insured:

- Directors’ and officers’ legal defence costs section
- Employment practices legal defence costs section
- Company legal defence costs section

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General introduction section

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Welcome to AXA

Thank **you** for choosing AXA. Please read carefully all documents that **we** have provided and keep them in a safe place.

If **you** have any questions, need anything explaining or believe this contract does not meet **your** needs, please contact **us** or **your** insurance adviser.

Your policy

Your policy is divided into a number of sections. The sections of cover that apply in addition to the General introduction section are shown under **your** cover summary which is in the schedule. **Your** cover summary contains a list of sections available, but only those shown as 'insured' apply. Where a section does not apply **your** cover summary will state that it is 'not insured' and this section will not be included within the **policy**.

Your policy is a contract of insurance between **you** and **us** and **you** have a duty to make fair presentation of the risk to **us** in accordance with the law.

The **policy** describes the cover for which **we** have accepted **your** premium. The **policy** wording, schedule and any endorsements must be read together.

Your policy is renewable provided **we** agree to accept **your** premium for any subsequent **period of insurance**. A new schedule will be issued for each **period of insurance** showing any changes to **your** cover.

Throughout **your policy**, **we** use defined terms. Defined terms are used to explain what a word means and are highlighted in bold blue print.

Headings have been used for **your** guidance to help **you** understand the cover provided. The headings do not form part of the contract.

Under the heading 'What is covered' **we** give information on the insurance provided. This must be read with 'What is not covered', the **policy** conditions and any conditions of cover that are applied to each section.

Under the heading 'What is not covered' **we** draw **your** attention to what is excluded from **your policy**.

Making a claim

If **you** need to make a claim please first check **your policy** to make sure **you** are covered. **You** must then follow the Claims notification condition and Claims procedures condition of pages 6 and 7 of this section, headed Policy conditions.

Please contact **your** insurance adviser who will help **us** deal with **your** claim.

Making a complaint

If **you** are not happy with the way a claim or any other matter has been dealt with, please read 'Making a complaint' on page 10 of this section.

Meanings of defined terms

These meanings apply throughout **your policy**. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used. There may be additional defined meanings in each section.

Business

Business shown in **your** schedule.

Excess

First amount of any claim or claims for which **you** are responsible.

Period of insurance

Period from the start date to the expiry date of **your** cover shown in **your** schedule.

Policy

Policy, schedule and any endorsements attached or issued.

Policy territories

Geographical limits as specified in **your** schedule.

We/us/our

AXA Insurance UK plc.

You/your/yourself

Person(s), firm, company or organisation shown in your schedule as The insured.

Policy conditions

You must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply then **we** may at **our** option take one or more of the following actions

- 1 Cancel **your policy**
- 2 Declare **your policy** void (treating **your policy** as if it had never existed)
- 3 Change the terms of **your policy**
- 4 Refuse to deal with all or part of any claim or reduce the amount of any claim payments.

Applicable law condition

You and **we** can choose the law which applies to this **policy**. **We** propose that the Law of England and Wales apply. Unless **we** and **you** agree otherwise, the Law of England and Wales will apply to this **policy**.

Cancellation condition

- 1 **You** may cancel **your policy** within 14 days of receiving **your policy** in the first **period of insurance** if for any reason **you** are dissatisfied or the **policy** does not meet **your** requirements.
- 2 **You** may cancel **your policy** at any time if the **business** is sold by **you** or **you** cease trading or **you** sell all the property insured shown in **your** schedule.
- 3 **We** can cancel **your policy**
 - a at any time by giving 30 days written notice to **your** last known address
 - b immediately, without giving **you** notice if the premium has not been paid to **us**.

Where **your policy** is cancelled in accordance with any of the above provisions, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation, provided that no claim has been paid or is outstanding in the current **period of insurance**.

Cancellation of **your policy** will not affect any claims or rights **you** or **we** may have before the date of cancellation.

We do not have to offer renewal of **your policy** and cover will cease on the expiry date.

Change in risk condition

You must tell **us** as soon as possible during the **period of insurance** of any change

- 1 to the **business**
- 2 in the person, firm, company or organisation shown in **your** schedule as the insured
- 3 to the information **you** provided to **us** previously or any new information that increases the risk of loss as insured under any section of **your policy**.

Your policy will come to an end from the date of the change unless **we** agree in writing to accept an alteration.

We do not have to accept any request to vary **your policy**. If **you** wish to make any alteration to **your policy** **you** must disclose any change to the information **you** previously provided or any new information that could affect this insurance. If **we** accept any variation to **your policy**, an increase in the premium or different terms or conditions of cover may be required by **us**.

Claims notification condition (not applicable to the professional indemnity section)

You must

- 1 as soon as practical
 - a give **us** notice of any circumstances which might lead to a claim under **your policy**
 - b give **us** all the information **we** request.
- 2 immediately
 - a on receipt send **us** every letter, court order, summons or other legal document served upon **you**
 - b tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under **your policy**
 - c notify the police of any loss or damage that has been caused by malicious persons, thieves, rioters, strikers or vandals.

We will not pay **your** claim where **you** have not complied with this condition.

Claims procedures condition (not applicable to the professional indemnity section)

- 1 **You** must take or allow others to take practical steps to prevent further injury, loss or damage, recover property lost and otherwise minimise the claim.
- 2 At **your** expense **you** must provide **us** with
 - a full details in writing of any injury, loss or damage and any further information or declaration **we** may reasonably require
 - b any assistance to enable **us** to settle or defend a claim
 - c details of any other relevant insurances.
- 3 **You** may not accept, negotiate, pay, settle, admit or repudiate any claim without **our** written consent.
- 4 Following a claim **you** must allow **us** or anyone authorised by **us**
 - a access to premises
 - b to take possession of, or request delivery to **us** of any property insured.
- 5 **You** may not abandon any property to **us**.
- 6 **We** will be allowed complete control of any proceedings and settlement of the claim.

We will not pay **your** claim where **you** have not complied with this condition.

Fair presentation of risk condition

You have a duty to make a fair presentation of the risk which **you** wish to insure. This applies prior to the start of **your policy**, if any variation is required during the **period of insurance** and prior to each renewal. If **you** do not comply with this condition then

- 1 If the failure to make a fair presentation of the risk is deliberate or reckless **we** can elect to make **your policy** void and keep the premium. This means treating the **policy** as if it had not existed and that **we** will not return **your** premiums, or

- 2 If the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would not have provided cover had **you** made a fair presentation, then **we** can elect to make **your policy** void and return **your** premium or
- 3 If the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would have issued cover on different terms had **you** made a fair presentation of the risk then **we** can:
 - a reduce proportionately any amount paid or payable in respect of a claim under **your policy** using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
 - b treat **your policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** made a fair presentation.
- 4 Where **we** elect to apply one of the above then
 - a if **we** elect to make **your policy** void, this will be from the start of the **policy**, or the date of variation or from the date of renewal.
 - b **we** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the **policy**, or the date of variation or from the date of renewal
 - c **we** will treat the **policy** as having different terms imposed from the start of the policy, or the date of variation or from the date of renewaldepending on when the failure to make a fair presentation occurs.

Fraud condition

You and anyone acting for **you** must not act in a fraudulent way.

If **you** or anyone acting for **you**:

- 1 knowingly makes a fraudulent or exaggerated claim under **your policy**;
- 2 knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); or
- 3 knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine),

We will:

- a refuse to pay the claim;
- b declare the **policy** void from the date of the fraudulent act without any refund of premiums.

We may also inform the police of the circumstances.

Instalments condition

If **you** fail to pay a premium instalment to **us** on the date due, this will result in **your policy** being cancelled from the date the missed instalment was due. **You** will not be entitled to any return of premium where this happens.

If a claim has been made or there has been any incident likely to lead to a claim during the current **period of insurance** the annual premium remains due in full.

Other insurance condition

If a claim is made under **your policy** and there is other insurance cover for which **you** are, or would be but for this **policy**, entitled to have a claim paid under the other insurance, **we** will at **our** option, either pay

- 1 a proportionate share of the claim
or
- 2 an amount beyond that which is or would be payable under the other insurance.

Reasonable care condition

You must take reasonable steps to

- 1 prevent or protect against injury, loss or damage
- 2 keep **your** premises, machinery, plant and equipment and all other property insured in good condition and in full working order
- 3 remedy any defect or any danger that becomes apparent, as soon as possible.

If required by **us**, **you** must allow access to **your** premises and/or activities of **your business** to carry out inspection or survey. **You** must complete any risk improvements that **we** ask for, within a reasonable period of time advised by **us**.

We will not pay **your** claim where **you** have not complied with this condition.

Renewal term agreement condition

If **your** schedule shows that a renewal term agreement is operative, certain terms and conditions have been agreed by **you** and **us** that regulate the annual premium at which **we** will offer renewal. The agreement is included as part of the insurance contract and if **we** offer renewal in accordance with the agreement **you** agree that **your policy** will be renewed each year up to the expiry date of the agreement shown in **your** schedule.

Sanctions condition

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **your policy** that **we** will not provide cover, or pay any claim or provide any benefit under **your policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, or **our** parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

Subrogation (our rights) condition (not applicable to the professional indemnity section)

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

- 1** the defence or settlement of any claim
- 2** steps to enforce rights against any other party before or after payment is made by **us**.

Third party rights condition

This contract is between **you** and **us**. The rights under this contract will not be enforceable by any other party because of the Contract (Rights of Third Parties) Act 1999.

Making a complaint

AXA Insurance aims to provide the highest standard of service to every customer.

If **our** service does not meet **your** expectations **we** want to hear about it so **we** can try to put things right.

All complaints **we** receive are taken seriously. Following the steps below will help **us** understand **your** concerns and give **you** a fair response.

How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with. If **your** complaint relates to a claim on **your policy**, please contact the department dealing with **your** claim. If **your** complaint relates to anything else, please contact the agent or AXA office where **your policy** was purchased. Telephone contact is often the most effective way to resolve complaints quickly.

Alternatively **you** can write to **us** at

AXA Insurance complaints:



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

All claims complaints:



Tel: **01204 815359**



Email: **commercial.complaints@axa-insurance.co.uk**

When **you** make contact please tell **us** the following information:

- Name, address and postcode, telephone number and e-mail address (if **you** have one)
- **Your policy** and/or claim number, and the type of policy **you** hold
- The name of **your** insurance agent/firm (if applicable)
- The reason for **your** complaint

Any written correspondence should be headed 'COMPLAINT' and **you** may include copies of supporting material.

Beyond AXA

Should **you** remain dissatisfied following **our** final written response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider **your** complaint if **we** have given **you our** final decision.

You have six months from the date of **our** final response to refer **your** complaint to the FOS. This does not affect **your** right to take legal action.

The Financial Ombudsman Service



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



Telephone: **0800 023 4567*** or
0300 123 9123**
Fax: **020 7964 1001**



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

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

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

Our promise to you

We will

- Acknowledge written complaints promptly.
- Investigate **your** complaint quickly and thoroughly.
- Keep **you** informed of progress of **your** complaint.
- Do everything possible to resolve **your** complaint.
- Learn from **our** mistakes.
- Use the information from complaints to continuously improve **our** service.

Telephone calls may be monitored and recorded.

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

The European Commission has also provided an Online Dispute Resolution Service for logging complaints. To use this service please go to:
<http://ec.europa.eu/odr>



rradar advisory service and important phone numbers

rradar important information**

Policyholders phone legal advice services

Legal advice Line (Mon – Fri, 8am – 6pm)

0800 955 6111

rradarstation Advisory web portal

<https://station.rradar.com>

rradar website

www.rradar.com

Please have your policy number and details available when you get in touch.

**Your AXA policy includes access to rradar's legal, regulatory, risk management advice, digital tools.

Legal, regulatory and risk management advice included in your policy

rradar is a specialist commercial and litigation law firm that uses legal expertise and digital tools to proactively manage, advise and deliver business solutions to reduce business risk. Your policy gives you access to a range of business support and legal services from rradar.

By combining professional legal representation and specialist advisory services, rradar's team can answer your questions, educate your business, and assist with many of the legal and regulatory issues which you could face, including concerns regarding:

- Human resources and employment law
- Health and safety and environmental regulations
- Corporate manslaughter
- Business related crime and regulation
- Tax
- Plus advice on directors duties, commercial contracts and data protection.

How to access rradar's advisory services included in your policy

Check that your insurance advisor has registered you for rradar's advisory services by emailing registrations@rradar.com or by calling 0800 955 6111. Please have your policy details handy when you get in touch.



Included in your policy: rradarstation

Advice line: **0800 955 6111**

(responses during **rradarstation** hours: Mon – Fri, 8am-6pm)

rradarstation is **your** legal advice phone service and web portal, designed to help **you** manage and minimise **your** business risks.

Many laws and regulations affect **your** business including those governing health and safety, and employment / human resources.

rradar's web portal and highly experienced telephone advisors offer support to **you** across a range of areas of business compliance.

rradarstation web portal

Online resources: www.rradar.com (available 24/7, see log-in details below)

You and any employee who **you** authorise have unlimited access to **rradarstation** web portal and resources. Written in simple everyday language **you** get access to many easy to use articles, step by step guidance sheets, forms, sample letters, checklists, blogs, videos and downloadable templates relating to health and safety and employment / human resources. The web portal is easy to navigate and is search enabled for key terms and issues.

rradarstation phone advisory service

Tel: **0800 955 6111** (Mon – Fri, 8am – 6pm)

You and any employee who **you** authorise have access to **rradar's** team of highly experienced specialist advisors who are contactable by phone 8am - 6pm Monday to Friday. There is no limit to the number of times **you** can contact or access **rradarstation** web portal or the advisors. However, there is a limit of 30 minutes to the time advisors will spend dealing with and advising you on each enquiry.

For advice beyond 30 minutes or which falls outside the scope of **rradar's** advisory service they will agree a clear fixed fee with **you** in advance.

Included in **your policy** is access to **rradar's** specialist legal teams and, cover permitting, includes full legal representation for claims. Discussions and advice provided by **rradar's** legal team are legally privileged meaning they are protected and confidential.

In the event of a tribunal or court case, **you** are represented by **rradar's** teams of specialist solicitors and barristers.

Crisis PR advice is also available to **you** on telephone: **0800 955 6111** (between 8am – 6pm Mon – Fri)



Making a claim

If **you** need to make a claim please first check **your** policy to make sure you are covered. **You** must then follow the instructions provided on pages 6 and 7 under the Claims notification condition and Claims procedures condition under Policy conditions.

For Directors' and Officers' liability, Employment practices liability and Commercial legal protection claims, please contact **your** insurance adviser who will help us deal with **your** claim quickly and fairly. **You** or **Your** insurance adviser should email full details of your claim to **claims@rradar.com**

Making a complaint

If **you** are not happy with the way in which a **claim** or any other matter has been dealt with, please follow instructions within the 'Making a complaint' on page 10 of the **policy**.

rradar Ltd is a licensed body authorised and regulated by the Solicitors Regulation Authority under license number 608114.

rradar Ltd is included on the register maintained by the Financial Conduct Authority under LS608114 and LS636321.

Public and products liability section

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Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your** Public and products liability section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5 of the General introduction section of **your policy**.

Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

Bodily injury

Death, bodily injury, illness or disease.

Claim costs

Costs and expenses

- 1 of any claimant which **you** become legally liable to pay
- 2 incurred with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at
 - a any coroner's inquest or fatal accident inquiry
 - b summary court proceedings.

Clean up costs

Costs and expenses of remediation of environmental damage or environmental harm.

Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

Electronic data

Facts, concepts or information in a form usable for communications, interpretation or processing by electronic or electro-mechanical

data processing or electronically controlled equipment which includes programmes, software, firmware, operating systems or other coded instructions for the processing or manipulation of data.

Employed person

- 1 Anyone under a contract of service or apprenticeship with **you**
- 2 Anyone who is
 - a employed by **you** or on **your** behalf on a labour only basis
 - b self employed
 - c hired to **you** or borrowed by **you** from another employer
 - d a voluntary helper or taking part in a work experience or training scheme and under **your** control or supervision.

Enforcing authority

Any government or statutory authority, implementing or enforcing environmental protection legislation in the **policy territories**.

Event

Claim or series of claims against **you** as a result of or attributable to a single source or the same original, repeated or continuing cause.

Hot work

Any work that requires uses or produces open flames or any other sources of heat or sparks that could ignite flammable or combustible materials.

Inefficacy

The failure of any **product** to perform the function for which it was intended or **your** failure to provide **services** in the normal course of **your business**.

Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Nuisance or trespass

Nuisance, trespass to land or trespass to goods, or interference with any easement.

Offshore

On or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

Personal injury

Personal injury or infringement of a person's legal right other than

- 1 **bodily injury**
- 2 a right arising from title to, or an interest in property.

Pollutants

Any solid liquid or gaseous pollutant, contaminant or irritant substance or any biological agent that is a danger to human health.

Principal

Employer who has engaged **you** to act on their behalf, under a contract for the performance of work by **you**, in connection with the **business**.

Products

Any goods leased, sold, distributed, manufactured, repaired, installed, erected, commissioned, tested, altered, cleaned, serviced or treated by **you** or on **your** behalf.

Property damage

Loss of or damage to property that **you** do not own or possess and is not in **your** custody or under **your** control.

Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **policy territories**.

Services

Work process or other operation that **you** undertake or is undertaken on **your** behalf including any goods or materials used in connection with the work process or other operation in the course of the **business**.

Sudden incident

Sudden identifiable unintended and unexpected incident that does not originate from a gradual, continuous or repetitive cause.

Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

Underground services

Pipes, cables, mains or other underground services.

Works

Work goods or materials comprising or forming part of a contract or development that **you** own or possess, or which is in **your** custody or under **your** control, or for which **you** are responsible, in the course of the **business**.

✓ What is covered

We will cover the amount of damages which **you** are legally liable to pay in respect of

- 1 **bodily injury**
- 2 **personal injury**
- 3 **property damage**
- 4 **nuisance or trespass**

occurring during the **period of insurance** in connection with the **business**.

If legal liability to pay damages in respect of **property damage** or **nuisance or trespass** arises from a release or escape of **pollutants** into the atmosphere or onto land, water, buildings or any structure, the cover will only apply to a **sudden incident** which happens at a specific time and place during the **period of insurance** within the **policy territories** and all **property**

damage or **nuisance or trespass** will be considered as having occurred at the time of the **sudden incident**.

Accidental release of asbestos cover

We will cover the amount of damages which **you** are legally liable to pay in respect of a claim first made against **you** and notified to **us** during the **period of insurance** arising from the accidental and unplanned release of **asbestos**.

The maximum amount **we** will pay for the total of all damages, **clean up costs** and **claim costs** arising from claims first made against **you** and notified to **us** during the **period of insurance** caused by or arising from **asbestos** is the amount shown in **your** schedule.

We will not cover

- 1 claims
 - a relating to the fear suffered by any person of the consequences of exposure to **asbestos**
 - b in respect of **property damage, nuisance or trespass** or **clean up costs**, unless arising from contamination resulting from the unplanned release of **asbestos** due to a sudden incident which happens at a specific time and place during the **period of insurance** in the course of any work, process or other operation
 - c to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove **asbestos** in or on premises
 - i that **you** have disposed of
 - ii owned, leased, let, rented, hired or lent to **you**
 - iii for which **you** have any statutory duty to manage **asbestos**
 - d for any incident known to **you** or for which **you** should have been aware before the start of this **policy**.
- 2 the amount of excess shown in your schedule in respect of **property damage, nuisance or trespass** or **clean up costs** caused by or arising from **asbestos**.

If during the **period of insurance** **you** first become aware of any circumstances that may give rise to a claim under this Section and

notification is given to us during or within 7 days of the expiry of the **period of insurance**, we will if a claim is subsequently made against **you** consider such circumstances as having been made during the **period of insurance** that **you** first become aware.

The following additional condition applies to this section.

- 1 If **you** have contracted or reached agreement for the investigation, handling, removal, stripping out, demolition, transportation or disposal of **asbestos**, a written risk assessment must be undertaken and controls put in place to prevent the release of **asbestos**
- 2 If you discover any materials that are known or suspected to be **asbestos** prior to or in the course of any work, process or other operation, **you** must immediately upon discovery take steps to suspend or cease such work, process or other operation until the composition of the materials is established
- 3 **You** must ensure that any **asbestos** is investigated, handled, removed, stripped out, demolished, transported and/or disposed of in accordance with Health and Safety regulations in force within the **policy territories**.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim.

Additional business activities cover

The cover under this section includes the following activities of the **business**

- 1 providing and managing amenities for the benefit and welfare of **employed persons**
- 2 owning, repairing, maintaining and decorating **your** own property or premises **you** use
- 3 providing and managing facilities primarily used for fire prevention, safety or security at **your** premises
- 4 maintaining and repairing vehicles and machinery owned or used by **you**

- 5 private work **you** allow **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission
- 6 the sale or disposal of **business** assets.

Claims costs cover

We will cover **claim costs** in connection with a claim for which an award of damages or **clean up costs** is paid or may be payable under this section, but **we** will not pay **claim costs** for any part of a claim not covered by this section.

Compensation for court attendance cover

We will compensate **you** at the rate of £500 per day, for each day that **we** request any director, partner or **employed person** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

Contingent motor liabilities cover

We will cover the amount of damages which **you** are legally liable to pay and **claim costs** in respect of accidental

- 1 **bodily injury**
- 2 **property damage**

occurring during the **period of insurance** and arising out of

- a the use by an **employed person** of their own motor vehicle within the European Union in connection with the business
- b the movement of any motor vehicle, not owned by, or provided by **you**, or an **employed person** that is preventing access to, or causing an obstruction within **your** premises or any site at which **you** are working

and the Road Traffic Act exclusion in this section will not apply to that liability.

We will not pay

- 1 for loss of or damage to any motor vehicle referred to in **a** or **b** above
- 2 unless the motor vehicle is being driven with **your** permission and **you** have taken reasonable steps to ensure that the person driving holds a valid licence to drive the motor vehicle

- 3 where cover is provided by another insurance policy.

Cross liabilities cover

Any person, firm, company or organisation covered by this section, is entitled to the cover as if a separate **policy** had been issued to each and where **you** are a membership organisation, the cover will apply to each member as if a separate **policy** had been issued to each member.

However the amount payable by **us** in total, on behalf of all entitled to cover, shall not in any circumstances exceed the limit of indemnity shown in **your** schedule.

Customers property cover

We will cover the amount of damages which **you** are legally liable to pay in respect of damage, occurring during the **period of insurance**, to customers property removed by **you** from the customers premises and entrusted into **your** care, custody or control to enable **you** to work upon it.

We will not cover

- 1 where damage to the customers property is more specifically insured elsewhere
- 2 the customers property has been lost due to unexplained disappearance or where damage cannot be identified as resulting from a single incident.

The most **we** will pay in any one **period of insurance** for this additional cover is shown in **your** schedule.

Data Protection cover

We will cover the amount of compensation which **you** are legally liable to pay in respect of **personal injury** occurring during the **period of insurance**, arising from holding personal data, or, as a result of any loss, misuse or unauthorised disclosure of personal data held by **you** in the course of the **business**.

We will only pay

- 1 amounts of compensation which **you** are ordered to pay, or which **you** might reasonably be expected to pay by a court having jurisdiction

- 2 if **you** are registered or are in the process of registration (and the application has not been refused or withdrawn) under Data Protection legislation

within the **policy territories**.

We will not cover

- 1 fines or penalties imposed by a court
- 2 the costs of any appeal against the refusal of an application for registration or alteration, in connection with the Data Protection legislation or any enforcement, de-registration or prohibition notice
- 3 the cost of replacing, reinstating, rectifying or erasing any personal data
- 4 refund of monies paid to **you** by any claimant
- 5 liability for which cover is provided under any other more specific insurance.

The maximum **we** will pay for compensation, costs and expenses in total, as a result of all occurrences during any one **period of insurance**, is £1,000,000.

Defamation cover

If during the **period of insurance** and as a result of your **business**, any party brings a claim against **you** for defamation, **we** will cover **you** for the sums **you** have to pay as compensation.

We will not cover

- 1 any claim which arises out of circumstances notified to **your** previous insurers or which are known to **you** at inception.
- 2 any claim which arises out of any statement which **you** knew, or ought reasonably to have known, was defamatory at the time of publication.
- 3 any claim brought outside the Great Britain and Northern Ireland.

The most **we** will pay in any one **period of insurance** for defamation is shown in **your** schedule.

Defective premises Act cover

We will cover the amount of damages which **you** are legally liable to pay in respect of accidental **bodily injury** or **property damage**, occurring during the **period of insurance**, arising out

of premises **you** have disposed of, but had previously owned in connection with the **business**.

We will not cover

- 1 loss of or damage to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect in them
- 2 any liability for which **you** are covered under any other insurance policy.

Defective work cover

If following the carrying out of **your business**, **bodily injury** or **property damage** occurs during the **period of insurance** arising out of **your** defective work, **we** will cover **you** against **your** legal liability to pay for the costs to rectify the defective work.

We will not cover

- 1 **your** liability which arises solely from any express warranty or guarantee
- 2 where the only **property damage** is to the work itself
- 3 rectification work notice of which was first given to **you** or which **you** were first asked or required to carry out prior to the completion of the contract under which work was originally done or during the period of any maintenance obligations attaching to **you** by reason of that contract or any subsequent contract or agreement.

The most **we** will pay in any one **period of insurance** for defective work is shown in **your** schedule.

The **excess** for this additional cover is shown in **your** schedule.

Environmental clean up cover

We will cover the amount of **clean up costs** which **you** are legally liable to pay, under a notice or order imposed upon **you** by an **enforcing authority**, arising from a release or escape of **pollutants**, onto or into land, surface water or ground water.

The cover will only apply to a **sudden incident** which happens at a specific time and place during the **period of insurance** in connection with the **business**, within the **policy territories**.

The maximum **we** will pay for all **clean up costs**, as a result of one **sudden incident** or all such incidents happening during any one **period of insurance**, is £100,000.

Where a claim for damages arises in addition to **clean up costs** as a result of the same **sudden incident**, the maximum **we** will pay for the total amount of damages and **clean up costs** added together, will not exceed the public liability limit of indemnity shown in **your** schedule.

We will not cover any part of a claim for **clean up costs**

- 1 at, in or upon property that is or was, owned by **you**, or in **your** possession, or in **your** custody or under **your** control
- 2 to achieve an improvement or alteration in the condition of the land, or any surface or ground water beyond that
 - a necessary to meet the standards required by law at the start of remediation
 - b existing at the time of a **sudden incident** for which a claim is made under this section.

Extended cover period

In the event that the public and products liability section of this **policy** is not renewed or replaced for the following reasons

- 1 **your** death
- 2 **your** retirement
- 3 a career break taken by **you**

you shall be entitled to an extended cover period of 36 months from the date of such non-renewal or non-replacement. This extended cover period shall only apply to claims for **bodily injury** or **property damage** occurring during the extended cover period as a result of **your business** undertaken prior to the commencement of the extended cover period.

This extended cover period is only available if this section of the **policy** is not replaced or succeeded by any other **policy**.

The entire premium for this section is considered fully earned at the beginning of the extended period. **We** will not refund any premium if **you** cancel the extended cover period before it ends.

The **limit of indemnity** for the extended cover period will be part of and not in addition to the limit of indemnity shown in **your** schedule.

You will not be entitled to have an extended cover period if this section or the policy is cancelled by **us**.

Housing grants cover

We will pay the amount of an award in relation to an occurrence where cover is provided under this section, made in respect of a construction dispute and resulting from an adjudication procedure under the provisions of Housing Grants Construction and Regeneration legislation within the **policy territories**.

You must comply with the following conditions or **we** have the right to refuse to pay **your** claim. If any payment is made it will not affect any of **our** other rights under the conditions of **your** policy.

You must

- 1 forward to **us**, any notice of intention to refer a dispute to adjudication within 24 hours of receipt and within a further 48 hours provide full written details and/or any other applicable evidence in respect of the matter notified
- 2 provide **us** notice of any intention by **you** to issue a notice of intention to refer a dispute to adjudication
- 3 not accept any award made by an adjudicator to a dispute as being final without **our** prior agreement.

Inefficacy cover

If following the carrying out of **your business**, **bodily injury** or **property damage** occurs during the **period of insurance** arising from **inefficacy**, **we** will cover **you** against the sums **you** have to pay as damages and **claim costs**.

The most **we** will pay in any one **period of insurance** for this additional cover is shown in **your** schedule.

JCT contracts cover

If **you** are required to arrange insurance under the terms of Clause 6.5.1 of the JCT Conditions of contract or any contract condition requiring similar insurance on behalf of any **principal**, **we** will provide cover, so far as is necessary to meet the terms of the contract, for a temporary period of up to 21 days from the start date of the contract, or the date that any preliminary works are started on site, whichever is earlier. Temporary cover will cease immediately if other insurance is arranged during the period of temporary cover.

We will not provide cover for

- 1 piling, ground stabilisation or underpinning works
- 2 demolition or partial demolition of buildings or structures
- 3 use of explosives.

The maximum amount **we** will pay for any expense, liability, loss, claim or proceedings incurred or sustained arising from one **event**, is the public liability limit of indemnity shown in **your** schedule or any lesser amount specified in the contract conditions mentioned above.

Loss of keys cover

We will cover **your** clients costs to replace locks, keys or passcards that you have lost.

We will cover the amount of compensation which **you** are legally liable to pay to **your** client arising from their inability to access their own premises following **your** loss of their keys or electronic passcards.

The maximum **we** will pay in any one **period of insurance** for this cover is shown in **your** schedule.

The **excess** for this cover is shown in **your** schedule.

Manslaughter costs cover

We will cover **manslaughter costs** in respect of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **manslaughter costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is £1,000,000.

We will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of implementing any remedial order or publicity order
- 3 costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
- 4 costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- 5 costs and expenses covered by any Legal Expenses insurance
- 6 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Personal liability cover

If no other insurance is in force, at **your** request, the cover provided by this section will apply to the legal liability of

- 1 any director or **employed person** of **yours** whilst
 - a performing their normal duties in connection with the **business**
 - b work is being carried out on behalf of a director or officer by an **employed person** with **your** consent
 - c acting in a personal capacity, during the course of a trip or journey arranged for the purpose of the **business**.
- 2 the spouse, civil partner, domestic partner or any children accompanying a director or **employed person** in the course of a business trip or journey.

The cover provided by this section will also apply to **your** personal representative, or the personal representative of any other deceased person entitled to cover.

Principals liability cover

At **your** request, **we** will cover the legal liability of any **principal** arising from the performance of **your** work for the **principal**.

We will not provide cover beyond the requirements of **your** contract with the **principal**.

Property in your care cover

The cover provided by this section will apply to the following property whether or not it is in **your** possession or custody or under **your** control at time of the occurrence of loss or damage

- 1 premises which are leased, let, rented, hired or lent to **you**
- 2 premises, including contents, which are not owned or rented by **you**, where **you** are temporarily carrying out work in connection with the **business**
- 3 the vehicles or personal effects of **employed persons** or visitors while on **your** premises.

We will not provide cover for

- 1 any **contractual liability**
- 2 loss of or damage to property for which **you** have an agreement to arrange insurance on behalf of the owner, or as if **you** were the owner, under a tenancy, rental or hire agreement
- 3 **clean up costs**.

Removal and reinstallation of defective products cover

If following the carrying out of your **business**, **bodily injury** or **property damage** occurs during the **period of insurance** arising directly from **your** defective **products**, **we** will cover **you** against **your** legal liability to pay for the costs to remove the defective **products** and the costs to re-install the **products**.

We will not provide cover

- 1 for any liability arising solely from any express warranty or guarantee
- 2 when the only **property damage** is to the defective **products** itself
- 3 for costs to remove or re-install where notice was first given to **you** or which **you** were first asked or required to carry out prior to the completion of the contract under which work was originally done or during the period of any maintenance obligations attaching to **you** by reason of that contract or any subsequent contract or agreement.

The most **we** will pay in any one **period of insurance** for removal and reinstallation of defective **products** is shown in **your** schedule.

The **excess** for this additional cover is shown in **your** schedule.

Safety legislation costs cover

We will cover **safety legislation costs** in respect of any **bodily injury** or **property damage** occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you** or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **safety legislation costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is £1,000,000.

We will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of an appeal against improvement or prohibition notices
- 3 costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
- 4 costs and expenses covered by any Legal Expenses insurance
- 5 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Limit of indemnity

- 1 The public and products liability limit of indemnity shown in **your** schedule is the maximum amount **we** will pay for all damages arising from one **event**.
- 2 The public and products liability limit of indemnity is also the maximum amount

we will pay for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from

- a release or escape of **pollutants**
 - b goods or materials sold, supplied, provided or delivered by **you** or on **your** behalf and which are not for use in connection with **works**.
- 3 The maximum amount **we** will pay for all damages as a result of all occurrences during any one **period of insurance**, arising directly or indirectly in connection with a **terrorist act** is £2,000,000.
 - 4 If **we** cover more than one person, firm, company or organisation, the amount payable by **us** in total, on behalf of all entitled to cover, shall not in any circumstances exceed the limit of indemnity shown in **your** schedule.
 - 5 **We** will pay **claim costs** in addition to the limit of indemnity applicable to the claim or claims, except if an action for damages is started or brought in the United States of America or Canada.
 - 6 If an action for damages is started or brought in the United States of America or Canada, **we** will not pay more than the limit of indemnity shown in **your** schedule, for the total of all damages and **claim costs** arising from the action.
 - 7 In respect of any claim or claims, **we** may at any time pay the limit of indemnity applicable, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment in respect of the claim or claims. If **we** have agreed to pay **claim costs** in addition to the limit of indemnity, **we** will pay the costs incurred before the date of the claim payment.
 - 8 The maximum **we** will pay in any one **period of insurance** in respect of **property damage** caused by or arising from the failure or partial failure of any **products** or **services** to adequately perform their purpose or to operate as intended inclusive of any defence costs is the amount specified in **your** schedule.

X What is not covered

Aircraft and watercraft exclusion

We will not cover claims caused by or arising from **you** owning, possessing or using any

- 1 type of aircraft or spacecraft
- 2 watercraft or hovercraft exceeding 8 metres in length that is ordinarily capable of movement by mechanical power and which is under **your** control.

Airside exclusion

We will not cover claims caused by or arising from any work in, or on

- 1 aircraft
- 2 airport or airfield runways, manoeuvring areas or aprons, or any other parts of airports or airfields to which aircraft ordinarily have access.

Contractual liability exclusion

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim.

We will not cover claims

- 1 where the terms of any contract or agreement made by **you**, prevent **us** from taking over the full defence or settlement of the claim
- 2 to pay liquidated damages, or any contractual fines or amounts payable under contractual penalty clauses.

Correcting problems exclusion

We will not make any payment for **products** claims if **you** fail to take reasonable steps to remedy or rectify, at **your** expense, any defect or failure in the goods or services **you** have supplied to a client, customer or distributor.

Damage to works exclusion

We will not cover claims for loss of or damage to

- 1 **works**
- 2 any work process or other operation that has been completed by **you** or on **your** behalf, or for which responsibility has been handed over, caused by or arising from defect in

or unsuitability of, any part of that work process or other operation other than as set out under the **Defective work cover** of this section.

Discrimination exclusion

We will not cover claims caused by or arising from discrimination of any kind.

Deliberate act exclusion

We will not cover claims

- 1 caused by or arising from any deliberate act, error or omission
 - a where the results are intended or expected, or are reasonably foreseeable by **you**
 - b by anyone other than **you**, so far as cover is requested for their own liability.
- 2 for **clean up costs** in circumstances where **you** have knowingly
 - a deviated from any regulatory notice, order or protection ruling
 - b omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **you** are responsible.

Electronic data exclusion

We will not cover claims caused by or arising from

- 1 authorised or unauthorised transmission of **electronic data**
- 2 the content of any website, **your** email, intranet or extranet
- 3 loss, distortion, erasure, corruption or alteration of **electronic data** or any loss of use resulting in reduction of functionality
- 4 failure of electronic, electromechanical data processing or electronically controlled equipment or **electronic data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

Employee injury exclusion

We will not cover claims for **bodily injury** sustained by any **employed persons** arising out

of and in the course of their employment with **you**.

Employment dispute exclusion

We will not cover claims caused by or arising from a dispute with, or proceedings brought by any person for

- 1 their existing, past or prospective contract of employment with **you**
- 2 a breach of employment related legislation.

Excess exclusion

The **excess** will apply to each **event** for loss as stated in **your** schedule.

Foreign manual work exclusion

We will not cover claims caused by or arising from manual work undertaken by **you** or on **your** behalf outside the **policy territories**.

Intellectual property exclusion

We will not cover claims caused by or arising from passing off or infringement of trade name, registered design, unregistered design, copyright or patent right.

Offshore exclusion

We will not cover claims caused by or arising from any work **offshore**.

Overseas establishment exclusion

We will not cover claims caused by or arising from any associated or subsidiary company of **yours**, or any of **your** branch offices, or any representative of **yours** with power of attorney, registered, having premises or resident outside the **policy territories**.

Professional duty exclusion

We will not cover claims caused by or arising from any breach of professional duty in relation to

- 1 advice, instruction, consultancy, design, formula, specification, inspection,

survey, valuation, certification, or testing undertaken or given for a fee

- 2 planning, project management or supervision of **works** where **you** are engaged to act in that capacity, either for a specific fee, or under an agreement separate from that to execute the **works**.

Punitive damages exclusion

We will not cover claims to pay any award of punitive, exemplary or aggravated damages or additional damages resulting from the multiplication of compensatory damages, by a court of law outside the **policy territories**.

Radioactive contamination exclusion

We will not cover any claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

Rectification of defects exclusion

We will not cover claims to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove defective or unsuitable work, process or other operations, or to make any refund other than as set out under the **Removal and reinstallation of defective products cover** of this section.

Road Traffic Act exclusion

We will not cover claims caused by or arising from the ownership, possession or use by **you** or on **your** behalf of any motor vehicle, trailer or mobile plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation or where cover is provided (or would be provided but for breach of the terms of cover) by another insurance.

War risk exclusion

We will not cover claims caused by or arising from war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition, or loss of or damage to property by or under the order of any government or public or local authority.

Section conditions

These conditions of cover apply only to this section.

You must comply with the following conditions to have the full protection of **your policy**.

Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Hot work precautions condition

The following precautions must be complied with each time that **hot work** is undertaken away from **your** premises

- 1 the area where the work is to be completed must be cleared of all combustibles
- 2 combustible floors and other combustible property which cannot be moved, must be protected by non combustible material
- 3 where there is a danger of ignition either directly, or by conduction of heat, through any partitions or walls, the area on the other side must be inspected and combustible material removed
- 4 at least one fire extinguisher, of a type suitable for the use required, must be kept adjacent to the work or task and ready for immediate use
- 5 no heat producing equipment must be left out of view of its operator or firewatcher whilst lighted or powered, or whilst hot
- 6 a thorough safety check for signs of fire or combustion around, above or below the work area must be made at regular intervals, for at least 30 minutes after each period of work is completed.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Legionella precautions condition

If **you** own or are responsible for water systems, water installations or cooling systems, a written risk assessment must be undertaken and

controls put in place to prevent the growth of biological agents that may cause disease or illness.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Plant hire condition

If any items of mechanical plant or equipment are hired out by **you** to customers, **you** must do so under the general form of conditions for the hiring of plant recommended by the Contractors Plant Association (CPA), Hire Association Europe (HAE) or other form of conditions agreed by **us** in writing.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Underground services condition

The following precautions must be complied with before the start of any ground work involving digging, drilling, boring, excavation or earth moving operations below a depth of 1 metre from the existing ground surface

- 1** written confirmation of the location and plan position of all existing **underground services** must be ascertained by enquiry to the owner or relevant authority responsible for the underground services
- 2** the location and plan position of **underground services** must be given to the persons employed or any contractor carrying out the ground work
- 3** the area of the ground work must be investigated using remote electrical devices to establish the actual position of **underground services**
- 4** a work method must be adopted which minimises the risk of **property damage** to **underground services**
- 5** a full written record of the enquiries and measures taken to locate **underground services** and to minimise the risk of loss of damage must be retained for inspection by **us** if a claim arises.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Financial loss section

Contents of this section

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Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your** Financial loss (contractors) section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5 of the General introduction section of **your policy**.

Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

Bodily injury

Death, bodily injury, illness or disease.

Claim costs

Costs and expenses

- 1 of any claimant which **you** become legally liable to pay
- 2 incurred with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at
 - a any coroner's inquest or fatal accident inquiry
 - b summary court proceedings.

Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

Electronic data

Facts, concepts or information in a form usable for communications, interpretation or processing by electronic or electro-mechanical data processing or electronically controlled equipment which includes programmes, software, firmware, operating systems or other coded instructions for the processing or manipulation of data.

Event

Claim or series of claims against **you** as a result of or attributable to a single source or the same original, repeated or continuing cause.

Financial loss

Loss not accompanied by or as a result of **bodily injury, personal injury or property damage** arising out of a defect in or the unsuitability of **works**.

Offshore

On or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

Personal injury

Personal injury or infringement of a person's legal right other than

- 1 **bodily injury**
- 2 a right arising from title to, or an interest in property.

Property damage

Loss of or damage to property that **you** do not own or possess and is not in **your** custody or under **your** control.

Works

Work goods or materials comprising or forming part of a contract or development that **you** own or possess, or which is in **your** custody or under **your** control, or for which **you** are responsible, in the course of the **business**.

✓ What is covered

We will cover the amount of damages which **you** are legally liable to pay in respect of a claim for **financial loss**, which is first made against **you** during the **period of insurance** in connection with the **business**, so long as **we** are notified during the same **period of insurance** or within 7 days after expiry.

Notification of circumstances cover

Any circumstances notified in accordance with the **policy** conditions where a claim is made against **you** after the expiry of the **period of insurance**, will be considered as a claim first made against **you** during the **period of insurance** when **you** first told **us** of the circumstances.

Claims costs cover

We will cover **claim costs** in connection with a claim for which an award of damages is paid or may be payable under this section, but **we** will not pay claim costs for any part of a claim not covered by this section.

Limit of indemnity

- 1 The maximum amount **we** will pay for the total of all damages and **claims costs**, for all claims made against **you** during any one **period of insurance**, is the limit of indemnity shown in **your** schedule.
- 2 In respect of any claim or claims, **we** may at any time pay the limit of indemnity, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment in respect of the claim or claims.

X What is not covered

Airside exclusion

We will not cover claims caused by or arising from any work in, or on

- 1 aircraft
- 2 airport or airfield runways, manoeuvring areas or aprons, or any other parts of airports or airfields to which aircraft ordinarily have access.

Asbestos exclusion

We will not cover claims caused by or arising from

- 1 inhalation or ingestion of **asbestos**
- 2 exposure to or fear of the consequences of exposure to **asbestos**
- 3 the presence of **asbestos** in any property or on land
- 4 investigating, managing, removing, controlling or remediation of **asbestos**.

Contractual liability exclusion

We will not cover claims

- 1 for **contractual liability**
- 2 where the terms of any contract agreement made by **you**, prevent **us** from taking over the full defence or settlement of claims
- 3 to pay liquidated damages, or any contractual fines or amounts payable under contractual penalty clauses.

Defamation and discrimination exclusion

We will not cover claims caused by or arising from

- 1 libel or slander
- 2 false statement
- 3 discrimination of any kind.

Deliberate act exclusion

We will not cover claims caused by or arising from any deliberate act, error or omission on **your** part for which the results are intended or expected, or are reasonably foreseeable by **you**.

Electronic data exclusion

We will not cover claims caused by or arising from

- 1 authorised or unauthorised transmission of electronic data
- 2 the content of any website, **your** email, intranet or extranet
- 3 loss, distortion, erasure, corruption or alteration of electronic data or any loss of use resulting in reduction of functionality
- 4 failure of electronic, electromechanical data processing or electronically controlled equipment or electronic data to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

Excess exclusion

The **excess** shown in **your** schedule will apply to each **event**.

Foreign manual work exclusion

We will not cover claims caused by or arising from manual work undertaken by **you** or on **your** behalf outside the **policy territories**.

Intellectual property exclusion

We will not cover claims caused by or arising from passing off or infringement of trade name, registered design, unregistered design, copyright or patent right.

Non-performance exclusion

We will not cover claims caused by or arising from

- 1 non-performance or non-completion of **works** or for any delay
- 2 financial default or insolvency.

Offshore exclusion

We will not cover claims caused by or arising from **works** by any person while offshore.

Overseas establishment exclusion

We will not cover claims caused by or arising from any associated or subsidiary company of **yours**, or any of **your** branch offices, or any representative of **yours** with power of attorney, registered, having premises or resident outside the **policy territories**.

Personal data exclusion

We will not cover claims caused by or arising from the holding of personal data or as a result of any loss, misuse or unauthorised disclosure of personal data held by **you** or on **your** behalf.

Pollution exclusion

We will not cover claims caused by or arising from pollution or contamination of the atmosphere, land or water or any buildings or structure or any environmental damage or harm.

Professional duty exclusion

We will not cover claims caused by or arising from any breach of professional duty in relation to

- 1 advice, instruction, consultancy, design, formula, specification, inspection, survey, valuation, certification or testing undertaken or given for a fee
- 2 planning, project management or supervision of **works** where **you** are engaged to act in such a capacity, either for a specific fee, or under an agreement separate from that to execute the **works**.

Prior claims exclusion

We will not cover claims caused by or arising from circumstances known to **you**, or of which **you** should have been aware, prior to the start of this section of the **policy**.

Punitive damages exclusion

We will not cover claims to pay any award of punitive, exemplary or aggravated damages or additional damages resulting from the multiplication of compensatory damages, by a court of law outside the **policy territories**.

Radioactive contamination exclusion

We will not cover claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

Rectification of defects exclusion

We will not cover claims to rectify, remedy, repair, replace, re-apply, modify investigate, access or remove defective or unsuitable work, process or other operations, or to make any refund.

War risk exclusion

We will not cover claims caused by or arising from war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition, or any loss by any action of or under the order of any government or public or local authority.

Theft by employees section

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Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your** Theft by employees section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5 of the General introduction section of **your policy**.

Employee(s)

- 1 Person excluding directors who is working for **you** in connection with the **business** under a contract of service or apprenticeship with **you** and remunerated wholly or mainly by salary or wages
- 2 Person while working under **your** control in connection with the **business** who is
 - a under a work experience or training scheme
 - b working exclusively for **you** and for no other party under a contract for services as a consultant having previously been employed by **you**
- 3 Director of **yours** if that person
 - a is also employed by **you** under a contract of serviceand
 - b controls no more than 5% of the issued share capital of **your** company or of any subsidiary of **your** company.

Dishonesty

Any act of fraud or dishonesty to obtain improper financial benefit (other than commission and other emoluments including salary increase and promotions).

Loss

Direct loss of money or property belonging to **you** or for which **you** are legally responsible.

Previous insurance

Insurance policy or bond held in force by **you** immediately prior to this insurance covering the same **loss**.

✓ What is covered

We will cover **you** for

- 1 **loss** as a direct result of any act of **dishonesty** committed by an **employee(s)** described or named in **your** schedule during the **period of insurance** in connection with the **business**

provided that

- a any **loss** is discovered no later than 24 months after the termination of
 - i the employment of the **employee(s)** identified in such **loss**
 - ii the insurance in respect of the **employee(s)** identified in such **loss**

whichever occurs first and if more than one **employee** is involved in a **loss** the discovery period begins with the initial termination

- b the act of **dishonesty** is committed within the **policy territories**
- 2 the cost of any special professional audit to substantiate the amount of **loss** provided that those costs are incurred with **our** prior written consent.

Previous insurance cover

We will cover **you** for any **loss** not recoverable solely because the period allowed for discovery has expired under the **previous insurance**, as long as the **loss** is discovered during the **period of insurance**

provided that

- 1 the **previous insurance** had been continuously in force from the time of the **loss** until the start of this section
- 2 the **loss** would have been covered by this section had it been in force at the time of the **loss**
- 3 **our** liability shall not exceed whichever is the lesser of

- a the amount recoverable under the **previous insurance** in force at the time of the **loss** or
- b the limit of indemnity under this section.

Our total liability for any one claim continuing through both the term of the **previous insurance** and the continuation of this insurance will not exceed the limit of indemnity applicable under this section.

Reinstatement of electronic data cover

We will cover **you** for the reasonable cost of rewriting or amending the software programs or systems where rewriting or amending is necessary to correct the programs or amend the security codes following the fraudulent use of the computer hardware, software programs or systems and which was the subject of a claim under this section.

Limit of indemnity

- 1 **Our** liability including auditors fees shall not exceed the limit of indemnity shown in **your** schedule

- a for any **employee(s)**
- b for all claims under this section during any one **period of insurance**

- 2 **We** agree, upon notification of a claim, to reinstate the limit of indemnity by any sum or sums paid or payable under this section provided that

- a the reinstated sum only applies to **employee(s)** who are not the subject of such claim
- b the reinstated sum only applies to acts of **dishonesty** committed after the date of the claim notification
- c **you** agree to pay an appropriate additional premium calculated on the reinstated amount

- 3 **Our** maximum liability in respect of any one **loss** will be the limit of indemnity shown in **your** schedule applicable at the date when the **dishonesty** of the **employee(s)** is first discovered, no matter how many **periods of insurance** are involved.

Our liability will not be cumulative from **period of insurance** to **period of insurance**.

- 4 If this **policy** replaces any **previous insurance**, the losses forming part of any claim will be apportioned to the appropriate insurer so that the earliest **loss** sustained is paid first. Losses will then be settled in date order until the limit applicable to the claim is reached.

X What is not covered

Excess

The **excess** will apply to each and every **loss**, whether involving one or more **employee(s)**.

Loss of profits exclusion

We will not cover **loss** of interest, **loss** of profits or any indirect **loss** resulting from any acts of **dishonesty**.

Malicious damage exclusion

We will not cover any **loss** arising from malicious damage including computer viruses, worms, trojan horses and the like.

Prior dishonesty exclusion

We will not cover any **loss** arising from any act or acts of **dishonesty** committed by an **employee(s)** who **you** have continued to employ after discovering a prior act of **dishonesty** committed by the same **employee(s)**.

Unidentified loss exclusion

We will not cover **loss** arising from any act of **dishonesty** committed by any **employee(s)** who **you** are unable to identify by name.

Section conditions

These conditions of cover apply only to this section. **You** must comply with these conditions to have the full protection of **your policy**.

Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the **loss** which actually occurred in the circumstances in which it occurred.

Discovery condition

- 1 Whether or not **you** intend to make a claim, **you** must give **us** notice in writing within 14 days of
 - a discovering any act of **dishonesty** committed by any **employee(s)**
 - b reasonable cause for suspicion of **dishonesty** committed by any **employee(s)** that **you** become aware of, or any representative that is entrusted with audit or supervisory responsibility becomes aware of
- 2 On discovering any act of **dishonesty** or circumstances which could give rise to a claim under this section, **you** must take all steps to prevent **loss** or further **loss** as quickly as possible.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Minimum standards of control condition

Unless **we** agree in writing to any alteration, the following minimum standard of control for the check and supervision of **employee(s)** must be maintained in force and adhered to by **you**.

1 Audit control

Your accounts must be independently audited every twelve months by external auditors and any recommendations on internal controls implemented.

2 Banking control

- a **You** must operate a system of dual control and independent validation for all payments from bank accounts, including the drawing and signing of cheques and the use of electronic funds transfers
- b **You** must operate a system of dual control over the opening of new bank accounts or amending approved signatory details
- c Bank statements must be reconciled at least monthly independently of **employee(s)** permitted to receive or make payments, draw or sign cheques, or transfer funds electronically.

3 Cash control

Cash in hand and petty cash must be checked independently of **employee(s)** responsible for receiving or holding the cash, at least monthly.

4 Computer systems control

- a All computer systems users must have a unique password in order to access, update or amend **your** computer systems and programmes
- b All amendments to computer system programmes and authorisation levels must be approved independently of the persons making the amendment
- c All passwords must be withdrawn when **employee(s)** leave.

5 Contracts control

- a **You** must ensure that no single **employee** can control the process of appointing suppliers and / or awarding contracts from commencement to completion, without referral to others
- b Responsibility for the ordering of stock and materials, the recording of receipt of and the authorising of payment for them, must be performed by different **employee(s)** acting independently.

6 References control

You must have a process in place designed to confirm that all **employee(s)** who will have responsibility for money, goods, accounts or computer programming have satisfactory references and are suitable for the position to be held including

- a references from the previous employer for new **employee(s)**
- b character references where **employee(s)** have not been in continuous full time employment for the previous 2 years.

7 Salaries and wages control

Wages/salaries must be independently checked against personnel records for fictitious names or any unusual or excessive payments.

8 Statements of account control

- a Statements of account for all sums due must be issued at least monthly and direct to customers independently of **employee(s)** receiving payments
- b Management actions must be taken at least monthly to examine sales receipts and outstanding customer accounts and any variances against budget or expected income investigated.

9 Stock controls

Stock is to be independently and physically checked at least once every twelve months by **employee(s)** not responsible for daily stock handling or ordering and accounted for against stock records.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Recoveries condition

- 1 All monies which, but for the **dishonesty** of the **employee(s)**, would become payable to them by **you** and any monies recovered from the **employee(s)** by **you** will be deducted from the **loss**
- 2 Any recoveries obtained by **you** will be applied in the following order
 - a in reduction of the **loss** suffered by **you** which would have been covered by this section, but for the application of the limit of indemnity
 - b in reduction of the **loss** suffered by **us**
 - c in reduction of the **loss** suffered by **you** for the amount excluded.

Reimbursement condition

You must give all information and assistance to enable **us** to take legal action to obtain reimbursement of any monies which **we** have paid or have become liable to pay under this section.

Employers' liability section

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Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your** Employers' liability section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5 of the General introduction section of **your policy**.

Bodily injury

Death, bodily injury, illness or disease.

Claim costs

Costs and expenses

- 1 of any claimant which **you** become legally liable to pay
- 2 incurred with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at
 - a any coroner's inquest or fatal accident inquiry
 - b summary court proceedings.

Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

Employed person

- 1 Anyone under a contract of service or apprenticeship with **you**.
- 2 Anyone who is
 - a employed by **you** or on **your** behalf on a labour only basis
 - b self employed
 - c hired to **you** or borrowed by **you** from another employer
 - d a voluntary helper or taking part in a work experience or training scheme and under **your** control or supervision.

Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Offshore

On or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

Principal

Employer who has engaged **you** to act on their behalf, under a contract for the performance of work by **you**, in connection with the **business**.

Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **policy territories**.

Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

✓ What is covered

We will cover the amount of damages which **you** are legally liable to pay in respect of **bodily injury** to any **employed person** resident in the **policy territories**, caused during the **period of insurance** and arising out of and in the course of their employment by **you** in connection with the **business**.

Additional business activities cover

The cover under this section includes the following activities of the **business**

- 1 providing and managing amenities for the benefit and welfare of **employed persons**
- 2 owning, repairing, maintaining and decorating **your** own property or premises **you** use

- 3 providing and managing facilities primarily used for fire prevention, safety or security at **your** premises
- 4 maintaining and repairing vehicles and machinery owned or used by **you**
- 5 private work **you** allow **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission
- 6 the sale or disposal of **business** assets.

Claim costs cover

We will cover **claim costs** in connection with a claim for which an award of damages is paid or may be payable under this section, but **we** will not pay **claim costs** for any part of a claim not covered by this section.

Compensation for court attendance cover

We will compensate **you** at the rate of £500 for each day that **we** request any director, partner or **employed person** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

Manslaughter costs cover

We will cover **manslaughter costs** in respect of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

You must obtain **our** prior written consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

Employers' liability section *continued*

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **manslaughter costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance** is £1,000,000.

We will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of implementing any remedial order or publicity order
- 3 costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
- 4 costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- 5 costs and expenses covered by any Legal Expenses insurance
- 6 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Overseas employees cover

If **bodily injury** is caused during the **period of insurance** to any person under a contract of service or apprenticeship, arising out of and in the course of their employment by **you** in connection with the **business** and who is resident outside the **policy territories**, **we** will cover the amount of damages which **you** are legally liable to pay by a court of law having jurisdiction within the **policy territories**.

We will not pay

- 1 for any action or recovery brought or commenced
 - a in a court of law outside the **policy territories**
 - b in connection with any workmen's compensation or other social insurance, or arising from **your** failure to meet legal obligations or to pay adequate contributions for that insurance

- 2 where an insurance policy covering legal liability for **bodily injury** caused to **employed persons** is arranged outside the **policy territories**.

Personal liability cover

If no other insurance is in force, at **your** request, the cover provided by this section will apply to the legal liability of

- 1 any director or **employed person** of **yours** whilst
 - a performing their normal duties in connection with the **business**
 - b work is being carried out on behalf of a director or officer by an **employed person** with **your** consent
 - c acting in a personal capacity, during the course of a trip or journey arranged for the purpose of the **business**
- 2 the spouse, civil partner, domestic partner or any children accompanying a director or **employed person** in the course of a business trip or journey.

The cover provided by this section will also apply to **your** personal representative, or the personal representative of any other deceased person entitled to cover.

Principals liability cover

At **your** request, **we** will cover the legal liability of any **principal** arising from the performance of **your** work for the **principal**.

We will not provide cover beyond the requirements of **your** contract with the **principal**.

Safety legislation costs cover

We will cover **safety legislation costs** in respect of any **bodily injury** occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

Employers' liability section *continued*

If a claim for damages is settled or is withdrawn **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **safety legislation costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance** is £1,000,000.

We will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of an appeal against improvement or prohibition notices
- 3 costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
- 4 costs and expenses covered by any Legal Expenses insurance
- 5 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Unsatisfied court judgements cover

We will at **your** request, pay an **employed person** the amount awarded to that person by a court of law for **bodily injury** against any company, partnership or individual conducting a business within the **policy territories**, if such award remains unpaid six months after the date of the judgement.

We will only provide cover if

- 1 there is no outstanding appeal
- 2 the **bodily injury** was sustained during the **period of insurance** by the **employed person** while working in connection with the **business**
- 3 the judgement was obtained in a court within the **policy territories**
- 4 the **employed person** or their personal representative assigns the amount awarded under the judgement to **us**.

Limit of indemnity

- 1 The employers' liability limit of indemnity shown in **your** schedule is the maximum **we** will pay for the total of all damages and **claims costs** and will apply to any one claim or series of claims by one or more of the **employed persons** arising from one occurrence.
- 2 The limit of indemnity in respect of a **terrorist act** is £5,000,000 and will apply exclusively to any one claim or series of claims by one or more of the **employed persons** arising directly or indirectly in connection with a **terrorist act**.
- 3 In respect of any claim or claims, **we** may at any time pay the limit of indemnity applicable, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment in respect of the claim or claims.

X What is not covered

Offshore exclusion

We will not cover claims for **bodily injury** to any **employed person** while **offshore**.

Radioactive contamination exclusion

We will not cover claims for

- 1 **contractual liability**
- 2 which **your principal** has a legal liability caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

Road Traffic Act exclusion

We will not cover claims for **bodily injury** to an **employed person** in circumstances where it is necessary to arrange compulsory motor insurance or security, under any Road Traffic Legislation.

Section conditions

These conditions of cover apply only to this section. **You** must comply with these conditions to have the full protection of **your policy**.

Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Right of recovery condition

The cover provided under this section is in line with any law relating to the compulsory insurance of liability to persons employed within the **policy territories**. **You** must repay to **us** all amounts **we** pay which **we** would not have been liable to pay but for the law.

Professional indemnity section

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Important information about this section

This cover operates on a claims-made basis. This means that **we** will only provide cover for **claims** or **claim circumstances** made against **you** and notified to **us** during the **period of insurance**. **We** will not cover any **claim** or **claim circumstance** arising from an act, error or omission that occurred before the **retroactive date**.

Different conditions apply to this section regarding when **you** must tell **us** about **claims** or **claim circumstances** and these can be found below. **You** should read these carefully.

Meanings of defined terms

These definitions apply to this section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section.

Asbestos

Asbestos in any form, asbestos fibres, particles or derivatives of asbestos or any material containing asbestos.

Collateral warranty

Any written agreement that creates a duty of care between **you** and any party that is not **your** direct client or customer

Claim(s)

Any verbal or written demand, notice or communication from a third party

- 1 making an assertion for legal remedy or any other form of compensation or remedy
- 2 containing reference to, or serving notice of, intent to start legal proceedings
- 3 invoking any pre-action protocol as set under the Civil Procedure Rules and/or
- 4 referring to arbitration, adjudication or complaint proceedings.

Claim circumstance(s)

Any incident, occurrence, fact, matter or act that **you** become aware of that might reasonably give rise to a **claim**.

Criminal prosecution defence costs

Costs and expenses that **you** incur with **our** prior written consent to defend any criminal proceeding first made against **you** and notified to **us** during the **period of insurance** arising from the conduct of **your professional business**.

Defence costs

All costs and expenses incurred by **us** or by **you** with **our** prior written permission relating to the investigation, defence or settlement of any **claim** against **you**, which this section covers.

This does not include profit costs or remuneration or expenses paid or due to **you**.

Employee(s)

- 1 Any person working for **you** under a contract of service with **you** or
- 2 Any person working for **you** in connection with the **professional business**
 - a who is hired or lent to **you**
 - b who is self-employed
 - c on a voluntary basis

and who is under **your** control or supervision.

Extended liability

Legal liability assumed by **you** under the express or implied terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

Injury

Any death, illness, disease or sickness or any bodily, mental, psychological or emotional injury, distress or shock.

Limit of indemnity

The amount shown in **your** schedule as the limit of indemnity.

Loss

The amount that **you** are legally liable to pay due to a **claim**, including awards of damages, awards of claimant costs and amounts that are pursuant to settlements, but not including **defence costs**.

Pollutant

Any solid, liquid or gaseous pollutant contaminant or irritant substance or any biological agent that is a danger to human health.

Pollution

Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any pollutant or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify or neutralise any **pollutant**.

Professional business

Professional services or professional advice undertaken by **you** or on **your** behalf arising directly from the activities **you** have told **us** about and appearing on **your** schedule.

Renewable works

Any system or process of energy generation or conservation

Retroactive date

The date from when work **you** performed is covered. This date is shown on **your** schedule under the heading 'Business performed in the past'

Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government, or putting any section of the public in fear by threat, force or violence or other means.

Virus or similar mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self replication or not, including but not limited to trojan horses, worms or logic bombs.

You/your

- 1 The person, firm, company or organisation shown in your schedule as the insured.

- 2 Any person who is or has been or who becomes a director, partner, member, principal or employee, but only for work undertaken for or on behalf of the person, firm, company or organisation shown in your schedule as the insured.

✓ What is covered

We will cover **you** for any **claim** and **defence costs** that arise from the conduct of **your professional business**, where the **claim** is first made against **you** and notified to **us** during the **period of insurance**, arising from

- 1 professional negligence or breach of your professional duty
- 2 negligent misstatement or negligent misrepresentation

The most **we** will pay for **loss** resulting from each **claim** is the **limit of indemnity**.

We will pay **defence costs** in addition to the **loss**. If the amount of **loss** exceeds the **limit of indemnity**, the most **we** will pay for **defence costs** will be an amount in the same proportion that the **limit of indemnity** has to the **loss**.

Collateral warranties cover

We will cover **you** for any **claim** and **defence costs** arising from **your** performance of obligations agreed by **you** under a **collateral warranty**, provided that

- 1 the **claim** arises from the performance of **your professional business** and was first made against **you** and notified to **us** during the **period of insurance**
- 2 the benefit of such **collateral warranty** is no greater and/or longer lasting than that in the original contract to which the **collateral warranty** relates.

The most **we** will pay for Collateral warranties cover is the **limit of indemnity**.

Criminal prosecutions defence costs cover

We will pay for **criminal prosecution defence costs** but only where, in **our** reasonable opinion, defending the criminal proceeding could protect **you** against a **claim** or potential **claim** that would be covered by this **policy**.

For any subsequent or concurrent civil action arising out of that criminal offence, notification of that action will be deemed to be notification of a **claim** or **claim circumstance**

The most **we** will pay for all **criminal prosecution defence costs** in any one **period of insurance** is the **limit of indemnity**

Mitigation costs cover

We will cover **you** for reasonable costs and expenses that **you** incur for any reasonable action **you** take to mitigate a **loss** or potential **loss** that would otherwise be the subject of a **claim** under this **policy**, provided always that

- 1 **you** obtain **our** prior written consent before incurring these costs and expenses, and
- 2 **you** prove to **our** satisfaction that the amount of the costs and expenses to be incurred are less than any likely award of damages arising from the same potential **claim**, and
- 3 if a **claim** still arises from the same **loss** or potential **loss** then the amount paid under this section will be deducted from the **limit of indemnity** for that subsequent **claim**.

The most **we** will pay for Mitigation costs cover is the **limit of indemnity**.

Defence and settlement of claims

All **claims** that come from the same act, error or omission or series of acts, errors or omissions, as a result of, or arising directly or indirectly from the same source or original cause, will be regarded as one **claim**.

If **we** cover more than one person, firm, company or organisation, **our** liability to all, as a result of one **claim**, will not be more than the **limit of indemnity**.

We may at any time pay the **limit of indemnity** or relevant sub-limit. We will then have no further liability for that **claim** or **defence costs** except those already incurred at the date of payment of the **limit of indemnity** or sub-limit.

We have the right, but not the obligation, to take control of any **claim** and conduct the investigation, settlement or defence in **your** name. After taking into account the commercial considerations of the costs of defence, **we** may choose to settle a **claim** instead of defending it.

If **we** feel it is necessary, **we** will appoint **our** adjuster, solicitor or other appropriate person to deal with a **claim**. If **you** ask **us**, **we** may agree to appoint **your** solicitor, but only if **we** are satisfied that **your** solicitor has the necessary expertise to undertake this work, only on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval.

If **you** disagree with **our** proposed course of action for any legal proceedings (whether defence or prosecution), then **you** may refer the matter to a Queen's Counsel of the English Bar to be mutually agreed between **you** and **us**. If **you** and **we** cannot agree on the Queen's Counsel to be appointed, then the Queen's Counsel will be appointed by the current Chairman of the English Bar or their representative. The Queen's Counsel's decision on how the legal proceedings should be handled shall be binding on **you** and **us**. In resolving this dispute, the Queen's Counsel will have consideration for the interests of **you** and **us**. The costs of this exercise will be allocated by the agreed or appointed party on a fair and equitable basis.

X What is not covered

Asbestos exclusion

We will not cover any **claim** directly or indirectly involving **asbestos** or allegations or concerns relating to **asbestos**.

Associated persons or entities exclusion

We will not cover any **claim** brought by

- 1 a firm, company or organisation with a financial interest in **you**
- 2 a firm, company or organisation in which any of **your** partners, directors or principles have a controlling interest
- 3 any firm, company, organisation or individual who falls within the definition of **you**

unless the **claim** originates from a source independent of that firm, organisation or individual.

Breach of confidentiality exclusion

We will not cover any **claim** arising out of any breach of confidence, misuse of information, infringement of any right to privacy or defamation

Contract costs exclusion

We will not cover any **claim** arising out of

- 1 **your** failure to account for any monies received
- 2 any liability of **yours** connected with the provision of estimates for constructions costs
- 3 any overcharging of fees or commission by **you**
- 4 **your** deliberate decision to tender for a contract at less than economic terms

Defective workmanship or materials exclusion

We will not cover any **claim** arising directly or indirectly from defective workmanship or defective materials.

Deliberate acts and omissions exclusion

We will not cover any **claim** arising directly or indirectly from any act, error or omission that **you** deliberately, spitefully or recklessly commit, condone or ignore.

Directors' and officers' liabilities exclusion

We will not cover any **claim** made against **you** or **your** directors, officers or trustees for breach of their duties as director, officer or trustee.

Distorted computer records exclusion

We will not cover any costs and expenses **you** incur as a result of the loss or distortion of computer records caused by

- 1 defects in computer equipment or electronic storage devices
- 2 wear, tear, vermin or gradual deterioration
- 3 climatic or atmospheric conditions or extremes of temperature

- 4 use or processing whilst mounted in or on any machine unless as a result of loss of or damage to the machine itself.

Employment exclusion

We will not cover any **claim** arising out of any kind of employment related dispute or any kind of defamation, discrimination, harassment or unfair treatment relating to any current, former or prospective **employees**.

Excess exclusion

We will not pay the **excess** shown in **your** schedule. The **excess** does not apply to **defence costs**.

Extended liability exclusion

We will not cover **extended liability** other than as stated in the Collateral warranties cover on page 43.

In respect of any liability **you** incur under a **collateral warranty**, we will not cover any **claim** that arises from

- 1 **your** acceptance of an obligation, or a guarantee **you** provide, of fitness for purpose where this appears as an express term
- 2 any express guarantee **you** give including any relating to the period of a project
- 3 any express penalty contained in a contract between **you** and another party
- 4 any express acceptance **you** give of liability for liquidated damages
- 5 any liability that arises as a result of any assignment of a collateral warranty or duty of care agreement to more than two parties

Financial services exclusion

We will not cover any **claim** arising out of any Regulated Activities as defined in the Financial Services and Markets Act 2000 as amended from time to time.

Fines and penalties exclusion

We will not cover any fines, penalties, punitive, multiple, aggravated or exemplary damages awarded against **you**.

Geographical limits exclusion

We will not cover any **claim** arising from the conduct of **your professional business** carried out from any location outside the geographical limits stated in **your** schedule.

Infringement of rights exclusion

We will not cover any **claim** arising out of any infringement of copyright, registered trademark or any other intellectual property rights

Injury exclusion

We will not cover any **claim** for **injury**

- 1 to any **employee**
- 2 to any person who is not an **employee** unless directly arising from a breach of duty through a negligent act, error or omission by **you** in the course of **your professional business**

Insolvency exclusion

We will not cover any **claim** arising out of or in connection with **your** insolvency, bankruptcy or any **claim** made by **your** liquidator, provisional liquidator or administrator.

Insurance or finance arrangement exclusion

We will not cover any **claim** arising from **your** failure to arrange and/or maintain insurance and/or finance.

Insured versus insured exclusion

We will not cover any **claim** brought by or on behalf of any person who may be insured by this **policy**.

Internet activity exclusion

We will not cover any **claim** arising out of

- 1 the management of financial transactions
 - 2 obscene, blasphemous or pornographic materials
- on the internet.

Joint venture exclusion

We will not cover any **claim** arising from a partnership, venture or joint venture of which **you** are a member

Market fluctuation exclusion

We will not cover any **claim** relating to the financial return of any investment or the depreciation or loss of investments when that financial return, depreciation or loss is caused by normal or abnormal fluctuations in any financial, stock, commodity or other markets that are outside **your** influence or control.

Patent exclusion

We will not cover any **claim** arising out of any infringement of any patent.

Pollution exclusion

We will not cover any **claim** directly or indirectly involving **pollution**.

Previous claims exclusion

We will not cover any **claim circumstances** or **claim**

- 1 that has been notified under any other policy before the start of this **policy**
- 2 that **you** were aware of or should have been aware of before the start of this **policy**.

Products exclusion

We will not cover any **claim** arising from products or goods manufactured, constructed, altered, repaired, treated, sold, supplied or distributed by **you**, except where the **claim** arises as a direct consequence of negligent design and/or negligent specification by **you** or anyone acting on **your** behalf, but this exception will not apply where the **claim** relates to

- 1 **injury** or property damage
- 2 the failure of any product to perform its intended function

Property damage exclusion

We will not cover any **claim** for loss of or damage to property unless arising directly from a breach of duty through a negligent act, error or omission by **you** in the course of **your professional business**.

Property ownership exclusion

We will not cover any **claim** arising from the ownership, possession, leasing or use of any land or building structure or any other property or goods whether mobile or immobile.

Radioactive contamination exclusion

We will not cover any **claim** arising directly or indirectly from

- 1 ionising radiation or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel
- 2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

Retroactive date exclusion

We will not cover any **claim** arising from the performance of **your professional business** carried out before the **retroactive date** shown in **your** schedule.

Stocks, shares or pension funds exclusion

We will not cover any **claim** arising out of

- 1 the sale, purchase or any other dealing in any stocks, shares or securities or the misuse of information relating to them
- 2 **your** operation of any pension or employee benefit scheme or trust fund
- 3 **your** breach of legislation or regulation in relation to the above

Taxation, competition or restraint of trade exclusion

We will not cover any **claim** arising directly or indirectly from the breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.

Terrorist act exclusion

We will not cover any **claim** directly or indirectly involving any **terrorist act**.

Trading losses exclusion

We will not cover any **claim** arising out of trading losses or trading liabilities incurred by **you** or any of **your** businesses.

Valuation exclusion

We will not cover any **claim** arising from any valuation report prepared by **you** or on **your** behalf except where the purpose of the report is for certification of payments to contractors or for measuring quantities.

Virus exclusion

We will not cover any **claim** arising out of the transmission or receipt of a **virus or similar mechanism**.

War risk exclusion

We will not cover any **claim** arising from or happening through war, invasion, act of foreign enemy, hostilities, whether war is declared or not, civil war, rebellion, revolution, insurrection or military or usurped power.

Section conditions

You must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply then **we** may at **our** option take one or more of the following actions

- 1 Cancel **your policy**
- 2 Declare **your policy** void (treating **your policy** as if it had never existed)
- 3 Change the terms of **your policy**
- 4 Refuse to deal with all or part of any **claim** or reduce the amount of any **claim** payments.

Admission of liability condition

In the event of a **claim** or discovery of a **claim circumstance**, **you** must not

- 1 admit liability
- 2 incur any **defence costs**
- 3 make any offers of settlement

- 4 otherwise prejudice the conduct of defence or settlement of that **claim** or **claim circumstance**

without first obtaining **our** written approval. This applies regardless of any complaints handling procedure or if the amount in dispute is less than **your excess**.

Claim circumstance condition

You must tell **us** in writing as soon as possible within the **period of insurance** about **claim circumstances**.

When telling **us** about **claim circumstances**, **you** must give to **us** full details including but not limited to

- 1 a description of the **claim circumstance**
- 2 the nature of the alleged act, error or omission leading to the **claim circumstance** and the date it was committed
- 3 the nature of the alleged damage
- 4 the names of the actual or potential claimants and defendants, and
- 5 the manner in which **you** first became aware of the **claim circumstance**.

If **claim circumstances** that relate to work **you** performed after the **retroactive date** and within the **period of insurance** lead to a **claim** after the **period of insurance** has ended, that **claim** will be deemed to have been made against **you** during the **period of insurance**, provided that **you** told **us** in accordance with the requirements of this condition.

Claim control and co-operation condition

You must give **us** all information and assistance that **we** reasonably require and that is in **your** power to provide.

You must co-operate with **us** and anyone appointed on **our** behalf by

- 1 providing any information, assistance, signed statements or depositions as **we** may require to comply with any Civil Procedure Rules, Practice directions and Pre-Action Protocols as may be issued
- 2 assisting to present the best possible defence to a **claim**

- 3 ensuring access to any information that **we** or **our** representatives may require in the defence of a **claim** or the investigation of any **claim circumstance**, whether or not that information may be privileged
- 4 provide **us** with any and all information that will allow **us** to determine **our** liability under this **policy**
- 5 making payment on demand of **your excess** in order to comply with the terms of any settlement **we** have agreed
- 6 providing any information, assistance, signed statements or depositions as **we** may require to exercise **our** rights of subrogation
- 7 ensuring that all documents of any description relevant to any **claim** or **claim circumstance** are preserved and complete.

Claim notification condition

You must tell **us** in writing as soon as possible within the **period of insurance** about any **claim** against **you** irrespective of **your** views as to the validity of that **claim**.

We will not pay **your claim** where **you** have not complied with this condition.

Expiry of period of insurance condition

If **you** become aware of a **claim** or **claim circumstances** in the seven days immediately before the end of the **period of insurance** but, in **our** reasonable opinion, **you** are unable to tell **us** before the end of the **period of insurance**, **we** will allow **you** an additional seven days immediately after the **period of insurance** to tell **us**.

Subrogation (our rights) condition

We will be entitled to undertake in **your** name or on **your** behalf steps to enforce rights against any other party before or after any payment is made by **us**.

We will not exercise any right of subrogation against any present or former **employee** unless **we** have made payment brought about or contributed to by any dishonest, fraudulent or malicious act or omission of that present or former **employee**, or if the present or former **employee** conspired to commit or condone any such dishonest, fraudulent or malicious act or omission.

You must not enter into any contract or other agreement that restricts **your** rights of recovery in respect of any **claim** that may be covered by this **policy**.

Property damage – buildings and contents section

Contents of this section

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Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your** Property damage section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5 of the General introduction section of **your policy**.

Alarmed buildings

The building(s) or those portions of the building(s) used by **you** at the **premises** protected by the **intruder alarm system**.

Approved agreement

A hire agreement that complies with the Model Conditions for the hiring of plant approved by the Construction Plant-hire Association.

Building(s)

The buildings, outbuildings, extensions, and garages together with landlords fixtures and fittings in or on them, fixed fuel tanks, foundations or footings, canopies, annexes, gangways, conveniences, chimneys, fire escapes, walls, gates and fences, yards, car parks, roads and pavements and paths, piping, ducting, cables, wires and associated control gear, CCTV systems, entry and exit systems signage and accessories on the **premises** and extending to the public mains, but only to the extent of **your** responsibility.

Business interruption

Loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** as a result of **damage** to property used by **you** at the **premises** for the purposes of the **business**.

Computer systems

Computer or other equipment or component or system or item which processes stores transmits or receives **data**.

Contents

Contents in and at **your premises** or held in trust by **you** for which **you** are responsible (including wines, spirits, cigarettes and tobacco held for entertainment purposes, promotional materials, leaflets and the like but not more than £5,000 in total value). Contents does not include landlords fixtures and fittings, **stock** and vehicles licensed for road use (including accessories on them).

In addition, and as long as they are not insured elsewhere, **contents** will include

- 1 **money** as shown in **your** schedule
- 2 documents, manuscripts and accounting records, but only for the cost of the materials and clerical labour used in recompiling the records. This does not include any expense involved in the recreation of the information recorded
- 3 computer systems records, but only for the cost of the materials and clerical labour and computer time used in recompiling the records. This does not include any expense involved in the recreation of the information recorded
- 4 patterns, models, moulds, plans and designs for an amount not exceeding the cost of the labour and materials used in their reinstatement
- 5 contents of outbuildings
- 6 contents of open yards
- 7 tenants improvements, decorations and fixtures and fittings
- 8 directors, partners, customers, visitors and employees personal effects (other than motor vehicles, money and jewellery) not exceeding £5,000 for any one person
- 9 works of art or precious metal
- 10 **hired plant** contained in the **business premises** unless **you** have purchased the Contractors All Risks, Hired plant section of this **policy** in which case no cover for **hired plant** will be provided under this section

Contract works

The permanent and temporary works undertaken by **you** or on **your** behalf for the purpose of alteration or improvement to the **building(s)**. This includes all unfixed materials and goods, for which **you** are responsible and whether supplied free of charge or not, delivered to or placed on or adjacent to the permanent and temporary works and intended for incorporation in them, in performance of the contract at the **premises** specified in **your** schedule. This does not include any tools, contractor's plant and equipment, site huts and other temporary accommodation and their contents belonging to **you** or hired by **you** under a hiring agreement, hire purchase, lease agreement or on a free loan.

Damage

Accidental loss, destruction or damage.

Data

Any 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.

Declared value

Your assessment in accordance with the Basis of claims settlement paragraphs **1, 2** and **4** under 'What is covered' of this section, for the cost of reinstatement of the **building(s)** and cost of replacement of the **contents** or **other items** applying at the start of the **period of insurance**. Ignoring any increase in cost which may apply during the **period of insurance** but including an allowance for any additional costs to comply with public authority requirements, professional fees and debris removal.

Defined peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances,

malicious persons other than thieves, earthquake, storm, **flood**, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animal.

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**.

Flood

Damage caused by

- 1 the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam.
- 2 inundation from the sea.
- 3 inundation by rainwater or rainwater induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building.

Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

Hired plant

Constructional plant, tools, scaffolding and equipment hired by **you** for use in connection with the contract whilst contained in the **business premises** unless **you** have purchased the Contractors All Risks hired plant section of this policy in which case no cover for **hired plant** will be provided under this section.

Identity fraud

Someone, or a group of people, knowingly using a means of identification belonging to **you** without **your** knowledge or authorisation

and with the intention of committing or helping someone else to commit an illegal act.

Intruder alarm system

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

Key holder

You or any person or key holding company authorised by **you**, who is available at all times to accept notification of faults to or alarm signals from the **intruder alarm system** and to attend and allow access to the **premises**.

Money

Bills of exchange, uncrossed promissory notes, cash, bank and currency notes, uncrossed cheques, giro cheques including pre-authenticated giro cheques, uncrossed postal orders, uncrossed money orders, uncrossed warrants, current postage stamps, unused units in franking machines, National Savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, gaming machine tokens, lottery tickets (excluding scratch cards held in stock for resale), customer redemption vouchers, authenticated travel tickets, phone cards (excluding phone cards held in stock for resale), holiday with pay stamps, luncheon vouchers, securities for money, travel warrants, crossed warrants, credit company sales vouchers, debit card sales vouchers, crossed cheques, crossed giro drafts, crossed postal orders, crossed money orders, crossed national giro bank orders, crossed promissory notes, crossed bankers drafts, premium bond certificates, VAT purchase receipts, credit card counterfoils, premium bonds, savings bonds, stamped National Insurance cards and National savings certificates.

Non standard construction

Constructed of materials other than those detailed in the meaning of **standard construction**.

Other items

The items at **your premises** shown under the heading of 'Other items' or 'Miscellaneous' in **your** schedule.

Phishing

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

Premises

The premises shown in **your** schedule.

Standard construction

Brick, stone or concrete built and roofed with slates, tiles, metal, concrete, asphalt or sheets or slabs composed entirely of non combustible mineral ingredients and plastic roof lights.

Buildings constructed of metal or composite panels insulated with materials other than polystyrene will be regarded as standard construction.

Stock

Stock and materials in trade, including work in progress, finished goods and customers goods in and at **your building(s)** or held in trust by **you** for which **you** are responsible.

Terrorism

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

In Northern Ireland: An act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear.

In the Channel Islands and the Isle of Man: An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.

Unoccupied

Any building(s) or any portions of the building(s) which are wholly empty, mainly empty or not in use by **you** or any of **your** tenants for more than 30 consecutive days.

Virus or similar mechanism

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

✓ What is covered

Property damage cover

We will cover **you** for **damage** occurring during the **period of insurance** to any of the property insured detailed in **your** schedule. **We** will pay **you** for the value of the property at the time of its **damage** or for the amount of the **damage**, or at **our** option reinstate or replace the property or any part of it in accordance with the following Basis of claims settlement.

Basis of claims settlement

- 1 Claims for the total loss or destruction of **contents** or **other items** will be settled on the basis of replacement of property similar to but no better or more extensive than the **contents** or **other items** when new.
- 2 Claims for partial **damage** to **contents** or **other items** will be settled on the basis of restoration to a condition no better or more extensive than the condition of the **contents** or **other items** when new.
- 3 Claims for **own plant and equipment** that is less than 12 months old at the time of the **damage** will be settled on the basis of the cost of repair or replacement as new.

- 4 Claims for **own plant and equipment** that is more than 12 months old at the time of the **damage** will be settled on the basis of the cost of
- a repair; or
 - b replacement with a model of equivalent specification, age and condition.

but not more than the sum insured in **your** schedule.

- 5 for **hired plant**, **we** will pay up to the sum insured shown in **your** schedule other than
- a if **you** have used an **approved agreement** for the **hired plant** then **we** will pay for the extent of **your** legal liability in respect of replacing or repairing the **hired plant** following the **damage**; or
 - b If **you** did not use an **approved agreement** for the **hired plant** then at **our** option **we** will pay for;
 - i repair of the **hired plant** as long as this is less than the cost of replacement or the extent of **your** liability under the hire agreement; or
 - ii replacement of the **hired plant** with a model of equivalent specification, age and condition as long as this is less than the extent of **your** liability under the agreement; or
 - iii the monetary value of **ii** above.

We will not pay any more than if **you** had used an **approved agreement**.

- 6 Claims for computer systems, records, documents, manuscripts, business books, accounting records and data carrying materials will be settled on the basis of the value of the materials together with the cost of clerical labour and computer time taken in reproducing those records, but **we** will not cover
- a any expenses in connection with reproducing information to be recorded on them
 - b the value to **you** of the information contained in them.

- 7 Claims for **damage** to the **building(s)** and tenants improvements insured as a specific item will be settled on the basis of rebuilding or replacement of the destroyed property or the repair or restoration of the damaged portion of the property in each case to a condition equal to but no better or more extensive than its condition when new.

- 8 Claims for **stock** will be settled on the basis of its cost of repair or replacement at the cost price to **you**.

For all claims for the **building(s)**, **contents** or **other items**, no payment will be made beyond the amount which would have been payable under this section if this provision had not been incorporated, until the cost of reinstatement has actually been incurred.

All claims for the **building(s)**, **contents** or **other items** will be settled without deduction for any increases in the **declared value** between the start date of the **period of insurance** and the date of the **damage**.

Provided that

- 1 the **declared value** at the start of the **period of insurance** is not less than the cost of reinstatement at the start of the **period of insurance**
- 2 a revised **declared value** is provided to **us** annually at renewal

otherwise **our** liability for any claim is limited to the proportion of the claim that the **declared value** at the start of the **period of insurance** has to the cost of reinstatement at the start of the **period of insurance**.

The maximum **we** will pay under this section will not exceed

- 1 in the whole, the total sum insured or for any one item its sum insured or any other limit of liability shown in **your** schedule at the date of **damage**
- 2 the sum insured or limit remaining after deduction for any other **damage** occurring during the same **period of insurance** unless **we** have agreed to reinstate any of the sums insured or limits

adjusted in accordance with the Inflation protection cover.

Limit of cover

In the event of a claim for **building(s)** or **contents** where the sum insured is not adequate, the most **we** will pay for any one claim will be 120% of the sum insured shown in **your** schedule.

Additions to buildings and contents cover

We will cover **you** for

- 1 any newly acquired and/or newly erected building(s) or building(s) under construction or machinery and plant which is not insured elsewhere for which **you** are responsible
- 2 alterations, additions and improvements to the **building(s)**, or machinery and plant but not for any appreciation in value

anywhere within the **policy territories**

Provided that

- a at any one **premises** this cover will not exceed the lesser of 10% of the total of **building(s)** and **contents** sums insured or £100,000
- b **you** give **us** details in writing of the additions as soon as possible but in any event within 30 days and **you** will ensure specific insurance is arranged with **us** from the date **you** become responsible
- c the provisions of this cover will be fully maintained in addition to any specific insurance effected under **b** above.

Architects, surveyors, legal and consulting engineers fees cover

The cover provided for the **building(s)** and **contents** includes an amount for architects, surveyors, legal and consulting engineers fees necessarily incurred with **our** written consent, in the reinstatement or repair of the property insured as a result of its **damage**, but **we** will not cover any costs or expenses for preparing any claim.

We will not pay for any item more than the item sum insured shown in **your** schedule.

Claims preparation costs

Where a claim exceeds £25,000 **we** will cover **you** for the reasonable costs incurred by **you** for the

preparation, presentation, certification and negotiation of a specified claim resulting from **damage** to the property, subject to prior written consent from **us**.

Our liability for any one claim in the aggregate under the Property **damage** – buildings and contents and Business interruption sections for this extension of cover will not exceed

- 1 10% of the specified claim cost or £50,000 in respect of any one specified claim whichever is the lower.
- 2 £100,000 in any one **period of insurance**.

Provided that

- 1 **we** will have the right to review and audit all documentation relating to the costs
- 2 the costs are not otherwise covered under **your policy**.

Where an external consultant is used, any loss assessor must be

- a authorised and regulated by the Financial Conduct Authority
- b Chartered Loss Adjusters complying with the Chartered Institute of Loss Adjusters Code of Conduct.

Computer breakdown cover

We will cover **you** for any loss destruction or **damage** to **computer systems** due to their own breakdown or derangement of during the **period of insurance**.

Provided that the **computer systems** are subject to a manufacturers guarantee or a maintenance contract providing free parts and labour in the event of a breakdown or derangement.

Our liability across both the Property damage and Business interruption sections for any one **period of insurance** will not exceed the sum insured shown in **your** schedule.

Contract price cover

If a sale contract is cancelled entirely due to **damage** to the **stock** sold by **you**, that is not delivered and still **your** responsibility, **our** liability will be based on the contract price. For this section, the value of all **stock** where the sale contract is cancelled in the event of **damage** will also be settled on this basis.

Contract works cover

The cover for each **building(s)** item covered by this section extends to include **contract works** undertaken in the performance of any contract where **you** are responsible for arranging insurance cover under the terms of the contract.

Provided that

- 1 this cover will only apply as long as the **contract works** are not insured elsewhere
- 2 **we** will not be liable for the **excess** shown in **your** schedule for each and every loss.

Our liability will not exceed the lesser of 10% of the **building(s)** sum insured or £100,000 for any one claim.

Drains clearance cover

We will cover **you** for the costs and expenses necessarily and reasonably incurred by **you** in clearing, cleaning and/or repairing drains, gutters and/or sewers to **your building(s)** or for which **you** are responsible following **damage** up to £5,000 for any one claim.

Environmental protection cover

We will pay the additional rebuilding costs following **damage** covered by this section, if **you** elect, with **our** written consent, to rebuild the damaged **building(s)** in a manner that aims to reduce potential harm to the environment or improve energy efficiency.

Provided that

- 1 **we** will not pay the additional costs of work **you** had already planned to be carried out prior to the **damage**
- 2 if **our** liability is reduced by the application of any terms or conditions of this **policy**, **our** liability will be reduced proportionately
- 3 **we** will not pay any additional costs for replacing undamaged property
- 4 if **you** elect not to rebuild the damaged **building(s)** then this cover will not apply.

Our liability for any one claim will not exceed 10% of the **building(s)** sum insured for.

European Community and public authorities (including undamaged property) cover

The cover for the **building(s)** and **contents** also includes the additional cost of reinstatement that may be incurred solely due to the necessity to comply with the stipulations of

- 1 European Community legislation
- or
- 2 building or other regulations under or framed in pursuance of any Act of Parliament or Bye-laws of any public authority

referred to as the stipulations, for

- 1 the **damage** to the property insured
 - 2 undamaged portions of the property insured
- but excluding

- 1 the cost incurred in complying with the stipulations
 - a for **damage** occurring before the start date of this cover
 - b for **damage** not insured by this section
 - c where notice has been served on **you** prior to the **damage** happening
 - d where there is an existing requirement which has to be implemented within a given period
 - e for property covered by this section entirely undamaged by any event covered by this section
- 2 the additional cost that would have been required to make good the property lost, destroyed or damaged to a condition the same as when new, had the need to comply with the stipulations not arisen
- 3 the amount of any charge or assessment arising out of capital appreciation which may be payable for the property or by the owner to comply with the stipulations.

Special conditions applicable to European Community and public authorities cover

- 1 Reinstatement work must be started and carried out without unreasonable delay and must be completed within 12 months of the date of the **damage** or any further time that **we** agree (during those 12 months).

- 2 The reinstatement work may be carried out on another site (if the stipulations require) subject to **our** liability under this cover not being increased.
- 3 If **our** liability is reduced by the application of any of the terms or conditions of this **policy**, then **our** liability will be reduced proportionately.
- 4 The total amount recoverable under any item of this section, for this cover will not exceed
 - a for the lost, destroyed or damaged property
 - i 15% of its sum insured
 - ii where the sum insured by the item applies to property at more than one location, 15% of the total amount which **we** would have been liable for had the property insured by the item been totally destroyed
 - b for undamaged portions of property (other than foundations) 15% of the total amount which **we** would have been liable for had the property insured by the item at the **premises** suffered **damage**.

Our liability for **building(s)** and **contents** will not exceed the sum insured shown in **your** schedule.

Exhibition cover

We will cover **you** for any **stock**, **contents** and **other items** described in **your** schedule for a maximum of 15 days whilst at any exhibition within the **policy territories**.

Our liability will not exceed £10,000 for all losses arising out of one claim.

Explosives cover

We will cover **you** for **damage** to any property insured shown in **your** schedule, directly or indirectly caused by or as a result of the use of explosives for any theft or any attempted theft at the **premises**. **We** will only cover **you** if the risk of explosion is not insured under any other policy by **you** or on **your** behalf for the same property.

Our liability for any one **period of insurance** will not exceed the sum insured shown in **your** schedule.

Fire brigade charges cover

We will cover **you** for the costs and expenses incurred by **you** charged by the Local Authority for extinguishing fire or fire fighting, provided that these costs and expenses are necessary and reasonable.

Fire extinguishment expenses cover

We will cover **you** for the cost of replacing or refilling, recharging and/or replenishing extinguishment materials when **you**, **your** employees or the fire brigade attempt to extinguish or minimise **damage**.

Provided that these costs and expenses are not recoverable from the responsible public authority.

Our liability for any one claim will not exceed £10,000 any one claim.

Fraud and dishonesty cover

We will cover **you** for losses by fraud or dishonesty of any partner, director or **employee** of **yours** provided the loss is notified to **us** within ten working days of its discovery by **you**.

The maximum **we** will pay for all losses occurring during the **period of insurance** is shown in **your** schedule.

Freezer contents cover

We will cover **you** for damage to frozen or chilled goods in any cold chamber due to a change in temperature resulting from any cause, except loss, destruction or damage

- 1 following the deliberate act of any public electricity authority in termination, disconnection, restriction or withholding the supply of electricity
- 2 caused by neglect or misuse.

Provided that

- 1 the cold chamber must be maintained under an annual maintenance contract
- 2 where the cold chamber is over 10 years old, **you** will be responsible for 20% of any claim up to the sum insured.

Our liability for any one claim will not exceed £5,000 any one claim.

Further investigation expenses cover

Where a building has suffered **damage** and in the opinion of a competent construction professional there is a reasonable possibility of other **damage** to portions of the same building which is not immediately apparent, **we** will pay the reasonable costs and expenses incurred by **you** with **our** written consent in establishing whether or not such **damage** has occurred.

We will also pay the reasonable costs incurred by **you** with **our** written consent in establishing whether or not other surrounding buildings have suffered **damage** in the same incident but only if those buildings are subsequently found to have suffered **damage** for which **we** are responsible.

Our liability for any one claim will not exceed the lesser of 10% of the **building(s)** sum insured or £100,000 any one claim.

General interest cover

We will automatically note the interest of other parties that may become interested in this insurance throughout the duration of this section. **You** must declare these interests to **us** in writing in the event of any **damage**.

Glass breakage cover

We will cover **you** and at **our** option pay for or make good any breakage or malicious scratching of all internal or external fixed glass, belonging to **you** or for which **you** are responsible at the **premises** during the **period of insurance** and which is in good condition and free from **damage** at the start date of the **period of insurance**.

We will also pay for the cost of

- 1 breakage of fixed sanitary ware
- 2 boarding up and repair to associated framework reasonably incurred as a result of an insured breakage. **You** may instruct builders or glaziers to board up where necessary without **our** prior consent
- 3 repair or replacement of lettering, alarm foil or other ornamentation work on glass up to £5,000 in any one **period of insurance**
- 4 repair or replacement of fixed mirrors

- 5 removal or replacement of fixtures and fittings which may be necessary in connection with the replacement of the glass.

We will not pay for

- 1 breakage when the **building(s)** are **unoccupied** unless **we** have agreed otherwise
- 2 any property more specifically insured by **you** or on **your** behalf.

Our liability for any one claim will not exceed the sum insured shown in **your** schedule.

Identity fraud cover

We will cover **you** for the following reasonable and necessary expenses that **you** have to pay solely as a direct result of an **identity fraud** occurring during the **period of insurance**.

- a solicitors fees to defend a claim against **you** by financial institutions, to remove incorrect judgments, to challenge a credit rating or to witness **your** signature
- b the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies
- c fees charged when **you** re-apply for a commercial loan that was originally rejected.

The maximum **we** will pay in any one **period of insurance** for this cover is shown in **your** schedule.

Inadvertent omissions cover

Provided that **you** have notified **us** of **your** intention to cover all property in which **you** have an interest and that **you** believe all the property is covered, **we** will cover **you** for **damage** to property that has been inadvertently omitted or the subject of typographical error. **We** will provide cover within the terms of this section, subject to payment of the premium for all such property from the start of this section or from the date of **your** interest in such property if it is erected or purchased after the start of this section.

Provided that

- 1 the value of the property insured which has been inadvertently omitted shall be added to the **declared value**
- 2 this extension of cover does not apply to property situated outside of the **policy territories** or to **stock** or **other items**.

Our liability for any one claim at any one **premises** will not exceed the limit shown in **your** schedule.

Inflation protection cover

We will adjust the sum insured for the **building(s)**, **contents** or **other items** at each renewal in line with suitable indices and the renewal premium for this section will be based on the adjusted sums insured.

Landscaped gardens cover

We will cover **you** for the cost of restoring any **damage** caused by the emergency services to landscaped gardens, for which **you** are responsible, when the emergency services are attending the **premises** as a result of a **defined peril**.

Our liability in any one **period of insurance** will not exceed £15,000.

Leased buildings cover

We will cover **you** for **damage** to

- 1 the building(s) (including landlords fixtures and fittings) where **you** are the lessee
- 2 rent payable by **you** in respect of the building(s)

and/or
up to the limit shown in **your** schedule but only to the extent of **your** legal liability for **damage** to those building(s) and/or for rent payable.

We will not cover any risk which any lessor has covenanted to insure.

Provided that no amount is recoverable under this cover

- 1 due to the application of any excess, deductible or average condition under any more specific insurance

- 2 due to a breach, other than any unintentional breach by **you**, of any condition or warranty under any more specific insurance
- 3 in excess of any monetary limit of indemnity under any more specific insurance.

Special conditions applicable to this cover

- 1 if **we** request it, **you** agree to provide **us** with a copy of the lease or the relevant portions of the lease, for any of the **premises** which this cover applies to, and **you** also agree not to extend the relevant sections of the lease for the duration of this insurance without **our** prior consent
- 2 **we** will not be responsible for rent payable unless the building which the rent payable relates to is damaged where it is rendered unfit for occupation and then only for the proportion of the rent payable that is equivalent to the time necessary for reinstating the **damage** sustained.

Locks and keys cover

We will cover **you** for the cost of replacing locks and keys needed to keep **your building(s)** secure if the keys are stolen using force and/or violence.

Our liability for any one claim will not exceed £5,000.

Loss prevention costs cover

We will cover **you** for the costs and expenses necessarily and reasonably incurred by **you** with **our** consent in

- 1 preventing or reducing imminent **damage** which would have been covered by this section
- 2 reducing, mitigating or otherwise alleviating **damage** covered by this section during and after the occurrence of such **damage**.

Provided that

- 1 the impending **damage** was not reasonably foreseeable earlier and would be the natural outcome if the costs and expenses were not incurred
- 2 the impending **damage** did not arise from any defect in the property insured

- 3 **we** are satisfied that **damage** which would have been covered by this section has been avoided or reduced as a result of the measures taken.

Our liability will not exceed the limit shown in **your** schedule for any one **period of insurance**.

Metered water and fuel cover

We will cover **you** for the additional metered water and/or fuel charges incurred by **you** as a result of **damage** to the **building(s)** shown in **your** schedule, but **we** will not pay for the charges incurred for any **building(s)** which is **unoccupied**.

Provided that repairs are completed within 30 days of the **damage** being discovered.

The most **we** will pay is based on the amount of the water or fuel charges for the period when the **damage** occurs, less the charge paid by **you** for the corresponding period in the preceding year. This will then be adjusted for changes in the suppliers' charges and for variations affecting **your** water or fuel consumption during the intervening period.

Our liability during any one **period of insurance** will not exceed the limit shown in **your** schedule.

Pairs and sets cover

If any **contents** which have an increased value because they form part of a pair or set are **damaged** any payment **we** make will take account of the increased value.

Patterns cover

We will cover **you** for **damage** to patterns, jigs, models, templates, moulds, tools, dyes, drawings or designs belonging to **you** or for which **you** are responsible whilst at the premises of any machine makers, engineers, founders or other metal workers (excluding any premises occupied by **you**) within the **policy territories**.

Our liability for any one claim will not exceed £2,500.

Reconstitution of electronic data cover

We will cover the reasonable cost of reconstituting the data **you** need to continue **your business**, if **your** electronic **business** records and electronic data have been lost or

distorted as a direct result of **damage** covered under this section.

The maximum **we** will pay during any one **period of insurance** is shown on **your** schedule.

Removal of debris cover

We will cover **you** for the costs and expenses necessarily incurred by **you** with **our** consent in

- 1 removing debris from
- 2 dismantling and/or demolishing
- 3 shoring up or propping

the portion or portions of the property insured as a result of **damage** covered by this section.

We will not cover any costs or expenses

- 1 incurred in removing debris except from the site of the property destroyed or damaged and the area immediately adjacent to the site
- 2 arising from pollution or contamination of property not covered by this section.

Our liability for any item under this cover will not exceed the sum insured for the item shown in **your** schedule.

Seasonal increase cover

The **stock** sum insured shown in **your** schedule will be increased by 25% during the months of November, December and the first 14 days of the month of January and for 30 days before Easter Day in each **period of insurance** or as required where such increase is historical to **your** trading history.

Seventy two hour cover

We will cover **you** for **damage** within 72 consecutive hours of and caused by the **defined perils** of storm or **flood** as one claim, provided the perils are covered by this section.

You can decide when the 72 hour period starts as covered by this section, provided that **damage** occurred before the end of the **period of insurance**.

Sprinkler upgrade costs cover

We will cover **you** for the additional costs incurred following **damage** to the property shown in **your** schedule, to upgrade an

automatic sprinkler installation within **your building(s)** in order to meet current Loss Prevention Council (LPC) rules.

Provided that at the date of the **damage** the installation conforms to the LPC rules current at the date of installation and that the system has a complete service record up to the date of the **damage**.

Our liability for any one claim will not exceed 10% of the **building(s)** sum insured for any one claim.

Temporary removal cover

We will cover **contents** or **other items** whilst temporarily removed to any premises not owned or occupied by **you**

- 1 for cleaning, renovation, repair or similar purposes
- and
- 2 in transit to and from such premises anywhere in the **policy territories**.

Provided that **we** will not cover property that is specifically insured elsewhere.

Our liability under each item of this section for any **damage** occurring other than at **your premises** will not exceed 10% of the item sum insured.

Temporary removal of documents cover

We will cover **you** for up to 10% of the value of deeds and other documents (including stamps on them) manuscripts, plans and writings of every description, computer systems, records and books (written and printed) whilst temporarily removed

- 1 to any premises not owned or occupied by **you**
- and
- 2 in transit to and from such premises within the **policy territories**.

This cover does not apply to property that is insured elsewhere.

Theft or attempted theft cover

We will cover **you** for any loss, insured by this section, caused by theft or attempted theft.

Theft damage to buildings cover

Where there is no **building(s)** insurance in force under this section **we** will cover **you** for **damage** to the **building(s)** at the **premises** shown in **your** schedule resulting directly from theft or attempted theft covered by this section, provided that **you** are the owner of the **premises** or are legally responsible for the **damage**.

We will not pay for **damage** to any building(s) which are **unoccupied**.

Theft of building fabric cover

We will cover **you** for

- 1 **damage** to the external fabric of any **building(s)** insured by this section as a result of theft or attempted theft
- 2 **damage** following entry of rainwater as a result of theft or attempted theft of the external fabric of the **building(s)**.

This cover excludes

- 1 any buildings which are **unoccupied**
- 2 the **excess** shown in **your** schedule for each and every claim in respect of each separate **premises** shown in **your** schedule.

Our liability for any one claim will not exceed £2,500 any one claim.

Trace and access cover

We will cover **you** for the reasonable costs necessarily incurred by **you** and subsequent making good of **damage**, in locating the source of the leak resulting from

- 1 the escape of water from any tank, apparatus or pipe
- 2 **damage** to cables, underground pipes and drains serving the **premises**.

Our liability for any one claim will not exceed the limit shown in **your** schedule.

Trees, shrubs and plants cover

We will cover **you** for **damage** occurring during the **period of insurance** to trees, shrubs or plants at **your business premises**, which are owned by **you** or for which **you** are legally responsible, as a result of fire or explosion.

Our liability for any one claim will not exceed the limit shown in **your** schedule.

Unauthorised use of electricity, gas, oil and water cover

We will cover **you** for the charges which **you** are responsible for if gas, electricity, oil or water is discharged from a metered system, arising from unauthorised use by persons taking possession, keeping possession or occupying the **building(s)** without **your** authority.

Provided that **you** take all practical steps to terminate the unauthorised use as soon as it is discovered.

Our liability for any one claim will not exceed £5,000 any one claim.

Unauthorised use of telephones cover

We will cover **you** for the charges which **you** are responsible for due to unauthorised use of telephones from within **your business premises** by anyone other than **your** employees.

The maximum **we** will pay in any one **period of insurance** for this cover is £25,000.

We will not cover **you** for the **excess** shown in **your** schedule for each and every claim.

Undamaged stock cover

In the event of **damage** covered by this section **we** will cover **you** for any additional costs and expenses **you** incur less the value of any salvage

- 1 in the event of undamaged **stock** deteriorating and/or being condemned or otherwise becoming unusable
- 2 for items that will form **stock** which **you** are obliged under contract to accept from any other party, but are unable to use.

Our liability for any one claim will not exceed £5,000 any one claim.

Undamaged tenants improvements cover

In the event of **damage** covered by this section to the **building(s)** or **contents** specified in **your** schedule and as a result **your** lease is terminated by the lessor under a valid condition of **your** lease, **we** will cover **you** for the value of undamaged tenants fixtures, fittings, alterations, installations or additions, made at **your** expense and for which **you** are responsible and which cannot be legally removed from **building(s)** occupied but not owned by **you**.

Provided that **we** will not be liable for retaining walls, foundations or supports below the surface of the lowest floor or basement or for outdoor trees, shrubs, plants or lawns.

Our liability for any one claim will not exceed £5,000 any one claim.

Underground pipes and services cover

We will cover **you** for the costs incurred following **damage** which **you** are responsible for to fuel or oil pipes, cables including overhead electricity and telephone cables, septic tanks and associated pipes, underground pipes and drains including inspection covers at the **premises** or connecting the **premises** to the public mains.

Provided that **we** will not cover **damage** caused by gradual deterioration or wear and tear.

Our liability for any one claim will not exceed £5,000 any one claim.

Unspecified storage sites cover

We will cover **stock** belonging to **you** whilst at any unspecified location including whilst in transit within the **policy territories** used by **you** for storage.

Provided that cover only applies where the **stock** is not insured elsewhere.

Our liability for any one claim will not exceed £5,000 any one claim.

Value Added Tax cover

We will cover **you** for Value Added Tax (VAT) paid by **you** which is not subsequently recoverable.

Provided that

- 1 a **your** responsibility for such VAT arises solely as a result of the reinstatement or repair of the property covered following **damage**
b **we** have paid or have agreed to pay for the **damage**
c if any payment made by **us** in respect of the reinstatement or repair of the **damage** is less than the actual cost of the reinstatement or repair of the **damage**, any payment under this cover resulting from that **damage** will be proportionally reduced

- 2** **your** responsibility for VAT does not arise from the replacement property covered being better or more extensive than the property which has been destroyed
- 3** where an option to reinstate the **building(s)** on another site is exercised, **our** responsibility under this cover will not exceed the amount of VAT that would have been payable had the **building(s)** been rebuilt on its original site
- 4** **our** responsibility under this cover will not include amounts payable by **you** as penalties or interest for non payment or late payment of VAT
- 5** **you** have taken all reasonable precautions to insure adequately for VAT responsibility at the start date of the **policy** and at each subsequent renewal date.

X What is not covered

Aircraft or aerial devices exclusion

We will not cover **you** for loss, destruction or damage caused by or occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds but **we** will cover subsequent **damage** which itself results from a cause covered by this section.

Brittle articles exclusion

We will not cover **you** for loss, destruction or damage to glass (other than fixed glass) china, earthenware, marble or other fragile or brittle objects other than **damage** caused by a **defined peril** which is covered by this section.

Business interruption exclusion

We will not cover **you** for any losses, damage, costs or expense of any kind which occurs as a result of **business interruption** under this section, except loss of rent payable where this is shown as covered in **your** schedule.

Collapse exclusion

We will not cover **you** for loss, destruction or damage to the **building(s)** or structure caused by its own collapse or cracking other than for **damage** caused by a **defined peril** which is covered by this section.

Collusion exclusion

We will not cover **you** for loss, destruction or damage by theft or attempted theft caused by or in conjunction with **you** or any of **your** partners, directors or employees or any member of **your** family or any other person lawfully at the **premises**.

Date recognition exclusion

We will not cover **you** for loss, destruction or damage directly or indirectly caused by, contributed to or arising from the failure of equipment (including hardware and software) to correctly recognise any given date, to process data or to operate properly due to failure to recognise any given date but **we** will cover subsequent **damage** which results from a **defined peril** covered by this section.

Electrical plant or apparatus exclusion

We will not cover **you** for loss, destruction or damage to any electrical plant or apparatus caused by its own overrunning, short-circuiting, excessive pressure or self-heating.

If the **damage** extends to other property insured, that **damage** is covered by this section.

Electronic risks exclusion

We will not cover **you** for any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- 1** damage to or the destruction of any **computer systems**; or
- 2** any alteration, modification, distortion, erasure or corruption of **data**

in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

We will cover subsequent **damage** which is covered by this section, which itself results from a **defined peril** covered by this section, except for damage caused by malicious persons other than thieves.

Excess exclusion

We will not cover **you** for the **excess** shown in **your** schedule for each and every loss in respect of each separate **premises** shown in **your** schedule, in respect of

- 1 **damage** by fire, lightning, explosion, aircraft, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or earthquake
- 2 **flood**
- 3 theft or attempted theft
- 4 all other **damage**.

Where the amount payable for any one claim, other than **flood** and subsidence, under this section and the Business interruption sections exceeds £5,000 this exclusion does not apply.

Faulty or defective workmanship exclusion

We will not cover **you** for loss, destruction or damage caused by or consisting of faulty or defective workmanship, operational error or omission by **you**, any of **your** employees or anyone on **your** behalf, other than for **damage** caused by a **defined peril** which is covered by this section.

Miscellaneous damage exclusion

We will not cover **you** for loss, destruction or damage caused by or consisting of

- 1 corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
- 2 change in temperature, colour, flavour, texture or finish
- 3 joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
- 4 mechanical or electrical breakdown or derangement for the particular machine, apparatus or equipment where the breakdown or derangement originates

other than for **damage** caused by a **defined peril** which is covered by this section.

Money exclusion

We will not cover **you** for **money** (other than as detailed in the meaning of **contents**) unless caused by a **defined peril** covered by this section.

More specific insurance exclusion

We will not cover **you** for any property more specifically insured by **you** or on **your** behalf.

Motor vehicle and other property exclusion

We will not cover **you** for loss, destruction or damage to

- 1 vehicles licensed for road use (including accessories on them) caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
- 2 property or structures in course of construction or erection and materials or supplies in connection with all such property
- 3 land, piers, jetties, bridges, culverts and excavations
- 4 livestock, growing crops or trees
- 5 pitch fibre pipes

unless specifically covered by this section.

Pollution or contamination exclusion

We will not cover **you** for any loss, destruction or damage caused by pollution or contamination unless the **damage** is caused by

- 1 pollution or contamination which itself results from a **defined peril** provided that peril is covered by this section
- 2 any **defined peril** provided that peril is covered by this section, which itself results from pollution or contamination.

Process exclusion

We will not cover **you** for loss, destruction or damage

- 1 to the property insured shown in **your** schedule caused by fire resulting from its undergoing any heating process or any process involving the application of heat

- 2 (other than by fire or explosion) to the property insured shown in **your** schedule resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.

Property in the open exclusion

We will not cover **you** for loss, destruction or damage to fences, gates and moveable property in the open caused by wind, rain, hail, sleet, snow, **flood**, dust or theft.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss directly or indirectly caused by or contributed to by or arising from

- 1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly.

Steam pressure exclusion

We will not cover **you** for loss, destruction or damage caused by or consisting of the bursting by steam pressure of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus where internal pressure is due to steam only belonging to **you** or under **your** control.

But **we** will cover subsequent **damage** which results from a cause covered by this section.

Terrorism and Northern Ireland exclusion

We will not cover **you** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

- 1 In England, Scotland, Wales, the Channel Islands and the Isle of Man
 - a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

- 2 In Northern Ireland

- a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**
 - c riot, civil commotion and (except for damage or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

Unexplained loss exclusion

We will not cover **you** for loss, destruction or damage caused by or consisting of

- 1 disappearance, unexplained or inventory shortage
- 2 misfiling or misplacing of information.

Unoccupied building exclusion

We will not cover **you** for loss, destruction or damage to any building which is **unoccupied** caused

- 1 by freezing
- 2 by the escape of water from any tank, apparatus or pipe
- 3 by malicious persons not acting on behalf of or in connection with any political organisation other than by fire or explosion
- 4 by theft damage to the building
- 5 by theft of fabric of the building.

Valuables exclusion

We will not cover **you** for loss, destruction or damage to jewellery, precious stones, bullion, furs, curiosities, rare books, but **we** will cover subsequent **damage** which results from a **defined peril** covered by this section.

War risks exclusion

We will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

Wear and tear, deterioration exclusion

We will not cover **you** for loss, destruction or damage caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level or its own faulty or defective design or materials but **we** will cover subsequent **damage** which itself results from a **defined peril** covered by this section.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid, the amount of the difference will be referred to an arbitrator who is jointly appointed in accordance with the statutory requirements. **You** will not be able to take legal action against **us** over this disagreement until the arbitrators have made their award.

Construction of buildings condition

Unless otherwise stated the **premises** described in **your** schedule must be of **standard construction**.

Designation condition

For the purpose of determining where necessary the heading under which any property is covered **we** agree to accept the designated category under which such property has been entered in **your** books.

Explosion condition

Any vessel, machinery or apparatus or its contents belonging to **you** or under **your** control, which needs examination to comply with any statutory regulations, will be the subject of a contract providing the required inspection.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim.

Fire protections condition

You must ensure that all fireproof doors and shutters are kept closed (except during working hours) and all fire protections (including fire extinguishing appliances) must be maintained in efficient working order during the **period of insurance**.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for fire and/or explosion.

Flat roof condition

Any flat portions of the roof of the **building(s)** are to be inspected once every two years by a competent roofing contractor and any recommendations implemented.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Mortgagee's condition

The act of neglect of any mortgagor or occupier of any **premises** covered by this section where the risk of **damage** is increased without the authority or knowledge of any mortgagee will not prejudice the interest of the latter party

(or parties) in this section, provided they tell **us** immediately they become aware of any increased risk, pay any necessary additional premium and comply with any additional terms agreed with **us**.

Non invalidation condition

The cover provided by this section will not be invalidated by any act or omission or an alteration where the risk of **damage** is increased unknown to **you** and beyond **your** control, provided that when **you** become aware of it, **you** tell **us** immediately and pay any necessary additional premium and comply with any additional terms agreed with **us**.

Police notification condition

You must immediately notify the police of any loss or **damage** by theft or attempted theft of the property covered by this section. **You** must take all reasonable steps for the discovery and punishment of the guilty person or persons and to trace and recover the property lost.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for theft or attempted theft.

Protective and locking devices condition

All locks, bolts, bars, window fastenings and other protective and locking devices installed at the **premises** must be maintained and put into operation whenever the **premises** are closed for business or left unattended.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for malicious damage and/or theft or attempted theft.

Reinstatement of sum insured after loss condition

In the event of **damage** the sum insured by this section will be automatically reinstated from the date of the **damage** unless written notice is given to the contrary either by **us** or by **you**.

Provided that in the event of reinstatement **you** will

- 1 pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement
- 2 complete any additional risk improvements which **we** may reasonably require.

Rent condition

Any cover on rent only applies if the **premises** or any part of them is unfit for occupation following **damage**.

The amount payable will not exceed the proportion of the sum insured on rent relating to the period necessary for reinstatement.

Security of premises condition

If the cover provided by this section has been granted following a survey of **your premises**, **you** must not alter door and window fastenings and other security devices (except as may be provided for in any further protection endorsement shown in **your** schedule) without **our** written consent. In **your** own interest **you** should give early notification of proposed changes so that if necessary a further survey can be completed.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for malicious damage and/or theft or attempted theft.

Subrogation waiver condition

In the event of a claim under this section **we** agree to waive any rights, remedies or relief to which **we** might have become entitled by subrogation against

- 1 any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**
- 2 any company which is a subsidiary of a parent company of which **you** are a subsidiary in each case as defined by current law at the time of the **damage**.

Transfer of interest condition

If at the time of **damage you** have entered into a contract to sell **your** interest in any **building(s)** covered by this section and the sale has not, but subsequently completes, the purchaser will have the full protection of this section on exchange of contracts, provided the **building(s)** are not covered by any other insurance arranged by the purchaser.

Unoccupied buildings condition

The following must be complied with

- 1 **You** must tell **us** as soon as **you** become aware
 - a of any buildings or portions of buildings at the **premises** becoming **unoccupied** or **unoccupied** buildings or portions of **unoccupied** buildings at the **premises** becoming occupied and **you** agree to
 - i pay any necessary additional premium as may be required by **us**
 - ii complete any additional risk improvements which **we** may reasonably require
 - b of any **damage** to the **unoccupied** buildings or **unoccupied** portions of buildings whether the **damage** is covered or not
- 2 In respect of **unoccupied** buildings or **unoccupied** portions of buildings, **you** must ensure that
 - a the buildings are inspected internally and externally at least once a week by **you** or on **your** behalf and a written record of the inspection is maintained by **you**
 - b all refuse and waste materials are removed from the interior of the buildings and removed from the **premises**
 - c **you** will secure the **premises** and put all protective, locking devices and any alarm protection in effective operation
 - d gas, water and electricity services (except electricity supply to maintain any fire or intruder alarm systems) and any fuel supplies are permanently shut off at

the switch or stopcock where they enter the buildings (or in the case of individual flats or portions of a building, where they enter the flat or **unoccupied** part of the building)

- e **you** implement any additional protections that **we** may require within the time scale **we** specify
- f all **damage** to the **premises** must be rectified immediately
- g letterboxes must be sealed

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for fire and/or explosion and/or malicious damage and/or theft or attempted theft.

Workmen's condition

Joiners and other tradesmen are allowed in or on the **premises** covered by this section to make repairs or minor structural alterations without prejudice to this insurance, provided that if the repairs or minor structural alterations involve the use of heat, **you** must comply with the Hot work permit system condition if applicable.

Specific section conditions and covers

You must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

1 Subsidence cover

We will cover **you** for **damage** to the property insured caused by subsidence, ground heave or landslip of any part of the site on which the **building(s)** stands, but **we** will not cover

- 1 the **excess** shown in **your** schedule for each and every claim in respect of each separate **premises**

- 2 **damage** to yards, car parks, roads, pavements, walls, gates and fences unless also affecting a building covered under this section which is also damaged at the same time by the same cause
- 3 **damage** caused by or consisting of
 - a the normal settlement or bedding down of new structures
 - b the settlement or movement of made-up ground
 - c coastal or river erosion
 - d defective design or workmanship or the use of defective materials
 - e fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
- 4 **damage** which originated before the start of this cover
- 5 **damage** resulting from
 - a demolition, construction, structural alteration or repair of any propertyor
 - b ground works or excavationat the **premises**.

Special conditions applicable to the Subsidence cover

- 1 **You** must notify **us** as soon as possible if **you** become aware of any demolition, ground works, excavation or construction being carried out on any adjoining site and **we** will then have the right to vary the terms or cancel the cover.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for subsidence, ground heave or landslip.

3 No smoking condition

You must ensure that

- 1 smoking is not permitted in enclosed or substantially enclosed buildings and standard no smoking notices must be displayed in prominent positions

- 2 any outside area designated for smoking must be kept clear of combustible materials and provisions must be made for the extinguishment of lighted materials.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for fire and/or explosion.

4 Hot work permit system condition

You must ensure that for any construction, maintenance, repair or activity at the **premises**, to the plant or equipment which involves the application of heat, **you** must enforce a hot work permit system under which **you** must ensure that prior to any work commencing, the contractor employed to complete the work completes and signs a hot work permit which is available upon request from **us**.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for fire and/or explosion.

5 Waste condition

You must ensure that

- 1 all oily or greasy waste and cloths must be kept in metal bins with close fitting metal lids and removed from the buildings at the end of each working day and from the **premises** at least once a week
- 2 all other trade refuse must be swept up and removed daily from the buildings and from the **premises** at least once a week.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for fire and/or explosion.

Money and personal accident assault section

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Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your** Money and personal accident assault section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5 of the General introduction section of **your policy**.

Alarmed buildings

The building(s) or those portions of the building(s) used by **you** at the **premises** protected by the **intruder alarm system**.

Business hours

Your usual office hours and the working hours (including overtime) while **you** or **your** employees entrusted with **money**, are at **your premises** or **your** contract sites for the purposes of the **business**.

Computer systems

Computer or other equipment or component or system or item which processes stores transmits or receives **data**.

Damage

Accidental loss, destruction or damage.

Data

Any 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.

Defined peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers,

persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animal.

Denial of service attack

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

Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

Insured person(s)

You and any of **your** principals, partners, directors or employees.

Intruder alarm system

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

Key holder

You or any person or key holding company authorised by **you**, who is available at all times to accept notification of faults to or alarm signals from the **intruder alarm system** and to attend and allow access to the **premises**.

Money

Negotiable money and **non negotiable money** belonging to **you** or which **you** are responsible for.

Negotiable money

Bills of exchange, uncrossed promissory notes, cash, bank and currency notes, uncrossed cheques, giro cheques including pre-authenticated giro cheques, uncrossed postal orders, uncrossed money orders, uncrossed warrants, current postage stamps, unused units in franking machines, National Savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, gaming machine tokens, lottery tickets (excluding scratch cards held in stock for resale), customer redemption vouchers, authenticated travel tickets, phone cards (excluding phone cards held in stock for resale), holiday with pay stamps, luncheon vouchers, securities for money and travel warrants.

Non negotiable money

Crossed warrants, credit company sales vouchers, debit card sales vouchers, crossed cheques, crossed giro drafts, crossed postal orders, crossed money orders, crossed national giro bank, crossed promissory notes, crossed bankers drafts, premium bond certificates, VAT purchase receipts, credit card counterfoils, premium bonds, savings bonds, stamped National Insurance cards and National savings certificates.

Phishing

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

Premises

The premises shown in **your** schedule and any sites of contracts.

Terrorism

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

In Northern Ireland: An act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear.

In the Channel Islands and the Isle of Man: An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.

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 meaning 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.

✓ What is covered Part 1 – Money

We will cover **you** for

- 1 **damage to money** belonging to **you** or for which **you** are responsible in connection with the **business** as follows
 - a **negotiable money**
 - i in transit
 - ii at any of **your premises**
 - iii in a bank night safe
 - iv at the residence of any **insured person**
 - b **Non Negotiable money**

- c **damage** to safes and strong rooms belonging to **you** or for which **you** are responsible resulting from theft or any attempted theft of **money**

anywhere within the **policy territories**.

Our liability for any one claim will not exceed the limits shown in **your** schedule.

- 2 **damage** to clothing and personal effects belonging to the **insured person** caused by robbery or attempted robbery occurring in the course of the **business** subject to a limit of £500 for any one **insured person**.
- 3 **damage** to
 - a any stamp franking machine
 - b money belts, waistcoats, cash carrying cases and similar cash carrying devices designed for the safe carriage of **money**as a result of robbery or attempted robbery occurring in the course of the **business**.
- 4 costs necessarily incurred in
 - a opening or attempting to open any safe or strong room
 - b the replacement of locks of any safe or strong roomfollowing the theft of or **damage** to the keys to the safe or strong room belonging to **you** for which **you** are responsible.
- 5 costs necessarily incurred by an **insured person** for the purpose of the **business** as a direct result of a credit card, charge card, debit card or bank card being lost or stolen and it being fraudulently used by someone other than **you** or any **insured person**.

We will not cover **you** in respect of credit cards, charge cards, debit cards or bank cards for

- a loss by any failure to comply with the terms under which the card was issued
- b any card issued personally to an **insured person**
- c losses arising after 48 hours from discovery of the loss of the card
- d losses covered in whole or in part by any other insurance.

Our liability for any one claim will not exceed the limit shown in **your** schedule.

X What is not covered

Part 1 – Money

Please also refer to ‘**What is not covered**’ under **Part 1** and **2**.

Clerical errors exclusion

We will not cover **you** for any loss due to clerical or accounting errors.

Excess exclusion

We will not cover **you** for the **excess** shown in **your** schedule.

Fraud and dishonesty exclusion

We will not cover **you** for any loss arising from the fraud or dishonesty of **your** partners, directors or employees unless the loss is discovered within 14 working days of the date of the loss.

Unattended vehicles exclusion

We will not cover **you** for any loss, destruction or damage from unattended motor vehicles.

Unexplained loss exclusion

We will not cover **you** for loss, destruction or damage caused by or consisting of

- 1 disappearance, unexplained or inventory shortage
- 2 misfiling or misplacing of information.

✓ What is covered

Part 2 – Personal accident assault

We will pay the **insured person** or in the case of death their personal representatives compensation if any **insured person** suffers bodily injury sustained in the course of the **business**, as a result of

- 1 robbery or attempted robbery
or
- 2 hold-up or attempted hold-up.

Payments will be made in accordance with the following Table of compensations.

Table of compensations

Benefit	Compensation
1 Death*	As shown in your schedule
2 Total loss or permanent and total loss of use of one or more limbs*	As shown in your schedule
3 Total and irrecoverable loss of all sight in one or both eyes*	As shown in your schedule
4 Total disablement from engaging in or carrying out the insured persons usual profession or occupation	As shown in your schedule
5 Reimbursement of incurred medical expenses*	Up to £250
6 Reimbursement of incurred counselling costs*	Up to £500
*occurring within 2 years of the date of the event giving rise to the bodily injury	

We will not pay

- 1 compensation to the **insured person** under more than one of the benefits of the table of compensations for the same bodily injury
- 2 the weekly benefit under compensation **4** until the weekly amount payable has been agreed
- 3 under the compensation payable for benefit **4** more than the average weekly remuneration paid by **you** to the **insured person** over the period of 13 weeks immediately prior to the event which caused the bodily injury to the **insured person** who has suffered the bodily injury.

Where a compensation payment has already been made under benefit 4 and one of the benefits 1,2 or 3 is also payable, the **insured person** may at their option request payment under the alternative benefit of compensation, in which case the compensation already paid under compensation 4 will be deducted from the alternative benefit of compensation now payable under 1,2 or 3.

Conditions applicable to Part 2 (please also refer to the Section conditions)

- 1 **You** must write to **us** as soon as possible when **you** need to make a claim but in any case within 3 months of the date of the event giving rise to the bodily injury.
- 2 At **your** expense, **you** must supply all certificates, information and evidence in a form that **we** may require. Where a claim for bodily injury is made, the **insured person** will undergo any medical examinations that **we** may require at **our** expense.
- 3 In the case of death of an **insured person**, **we** will be entitled to have a post-mortem examination completed at **our** expense.

X What is not covered Part 1 and 2

Electronic risks exclusion

We will not cover **you** for any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- 1 damage to or the destruction of any **computer systems**; or
- 2 any alteration, modification, distortion, erasure or corruption of **data**

in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

We will cover subsequent **damage** which is covered by this section, which itself results from a **defined peril** covered by this section, except for damage caused by malicious persons other than thieves.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss directly or indirectly caused by or contributed to by or arising from

- 1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly.

Terrorism and Northern Ireland exclusion

We will not cover **you** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

- 1 In England, Scotland, Wales, the Channel Islands and the Isle of Man
 - a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**
- 2 In Northern Ireland
 - a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**
 - c riot, civil commotion and (except for damage or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

War risks exclusion

We will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**.

Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid, the amount of the difference will be referred to an arbitrator who is jointly appointed in accordance with the statutory requirements. **You** will not be able to take legal action against **us** over this disagreement until the arbitrators have made their award.

Contribution condition applicable to Part 1 – Money

If the cover provided by this section is covered by any other policy, **we** will only cover **you** for loss or damage up to the limit shown in **your** schedule above the amount payable under such policy.

Key security condition

You must ensure that the keys of safes or strong rooms are not left at the **premises** out of **business hours** unless the **premises** are still occupied by **you** or any of **your** authorised employees. When the **premises** are still occupied by **you** or any of **your** authorised employees keys at the **premises** must be deposited in a secure place not in the vicinity of safes or strong rooms.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Reasonable precautions condition

You must take all reasonable precautions

- 1 to prevent accidents or injury or **damage** to **your** property or the property of others
- 2 for the safety of **money** covered by this section and on becoming aware of any event giving rise or likely to give rise to a claim under this section **you** must
 - a give immediate notice to the police and notify **us** as soon as possible. Take all reasonable steps for the discovery and punishment of the guilty person or persons and to trace and recover the **money**
 - b give immediate notice to the Inland Revenue of any loss of stamped National Insurance cards
 - c within 14 days of **you** being aware of the event that may give rise to a claim, provide **us** with a detailed statement of the loss in writing
 - d provide all explanations, vouchers, proof of ownership and other evidence to substantiate the claim. If deemed necessary by **us**, **we** may require further evidence to support the statements of **you** or **your** employees.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Record keeping condition

You will keep a daily record of the amount of **money** contained in safes or strong rooms. This record must be kept in a separate secure place and will need to be produced to support a claim under this section.

Security condition

Whenever **negotiable money** in transit exceeds £2,500

- 1** it will be accompanied by at least two responsible adults
- 2** no more than the maximum amount of money carried by any one person limit shown in **your** schedule will be carried by any one person.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Business interruption section

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Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your** Business interruption section. If a word or phrase has a defined meaning it will be highlighted in bold print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5 of the General introduction section of **your policy**.

Note 1 For the purpose of the following defined meanings, any adjustments implemented in current cost accounting will be disregarded

Note 2 To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section will be exclusive of such tax

Note 3 Adjustments will be made as necessary for trends of the **business** and for variations and other circumstances affecting the **business**, either before or after the **incident**, or which would have affected the **business** had the **incident** not occurred so that the adjusted figures represent as closely as possible, the results which would have been obtained during the **indemnity period** after the **incident**.

Accounts receivable

The total amount of the balances debited to **customers** in **your** accounts and declared in the last statement given under the provisions of the Premium adjustment condition after adjustments for bad debts and for amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the date of the **incident**) to **customers** accounts in the period between the date of the statement and the date of the **incident**.

Annual gross rentals

The **gross rentals** during the 12 months immediately before the date of the **incident**.

Annual gross revenue

The **gross revenue** during the 12 months immediately before the date of the **incident**.

Annual turnover

The **turnover** during the 12 months immediately before the date of the **incident**.

Building(s)

The buildings, outbuildings, extensions, and garages together with landlords fixtures and fittings in or on them, foundations or footings, canopies, annexes, gangways, conveniences, chimneys, fire escapes, walls, gates and fences, yards, car parks, roads and pavements, piping, ducting, cables, wires and associated control gear, CCTV systems, entry and exit systems signage and accessories on the **premises** and extending to the public mains, but only to the extent of **your** responsibility.

Business interruption

Loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** as a result of **damage** to property used by **you** at the **premises** for the purpose of the **business**.

Computer systems

Computer or other equipment or component or system or item which processes stores transmits or receives **data**.

Customers

All **your** customers who obtain goods or services from **you** on a credit basis.

Damage

Accidental loss, destruction or damage.

Data

Any 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.

Defined peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, **flood**, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

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**.

Estimated gross profit

The amount declared by **you** to **us** as the anticipated **gross profit** which will be earned by the **business** during the financial year most closely concurrent with the **period of insurance** (or a proportionately increased multiple of the anticipated **gross profit** where the **maximum indemnity period** exceeds 12 months).

Estimated gross rentals

The amount **you** declare to **us** as the anticipated **gross rentals** which will be earned by the **business** during the financial year most closely concurrent with the **period of insurance** (or a proportionately increased multiple of the anticipated **gross rentals** where the **maximum indemnity period** exceeds 12 months).

Estimated gross revenue

The amount declared by **you** to **us** as the anticipated **gross revenue** which will be earned by the **business** during the financial year most closely concurrent with the **period of insurance** (or a proportionately increased multiple of the anticipated **gross revenue** where the **maximum indemnity period** exceeds 12 months).

Flood

Damage caused by

- 1 the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam.
- 2 inundation from the sea.
- 3 inundation by rainwater or rainwater induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building.

Gross profit

The amount by which the sum of the **turnover**, closing stock and work in progress exceeds the sum of the opening stock, work in progress and **uninsured working expenses**.

The amounts of the opening and closing stocks (including work in progress) will be arrived at in accordance with **your** usual accounting methods with provision being made for depreciation.

Gross rentals

The money paid or payable to **you** for tenancies and other charges and for services rendered in the course of the **business** at the **premises**.

Gross revenue

The money paid or payable to **you** for services provided in the course of the **business** at the **premises**.

Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

Incident

Damage to property used by **you** at the **premises** for the purpose of the **business**.

or

Damage to **your** accounting records, other business books or records at the **premises** for any item on **accounts receivable**.

Indemnity period

The period during which the **business** is affected, starting on the date the **incident** occurred and ending not later than the **maximum indemnity period**.

Maximum indemnity period

The period shown in **your** schedule.

Other items

The items shown under the heading of 'Other items' in **your** schedule.

Phishing

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

Premises

The premises shown in **your** schedule.

Rate of gross profit

The rate of gross profit earned on the **turnover** during the financial year immediately before the date of the **incident**.

Standard gross rentals

The **gross rentals** during the period in the 12 months immediately before the date of the **incident** which corresponds with the **indemnity period**.

Standard gross revenue

The **gross revenue** during the period in the 12 months immediately before the date of the **incident** which corresponds with the **indemnity period**.

Standard turnover

The **turnover** during the period in the 12 months immediately before the date of the **incident** which corresponds with the **indemnity period**.

Terrorism

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

In Northern Ireland: An act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear.

In the Channel Islands and the Isle of Man: An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.

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**.

Uninsured working expenses

As shown in **your** schedule.

Unoccupied

Any building(s) or any portions of the building(s) which are wholly empty, mainly empty or not in use by **you** or any of **your** tenants for more than 30 consecutive days.

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer**

systems, data or operations, whether involving self-replication or not. The meaning 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.

Basis of claim settlement

These terms of settlement only apply if the paragraph title appears in **your** schedule for this section.

Gross profit/Estimated gross profit

We will cover **you** for loss of **gross profit** due to

1 reduction in **turnover**

and

2 increase in cost of working

and the amount payable will be

a for reduction in **turnover**: the sum produced by applying the **rate of gross profit** to the amount by which the **turnover**, during the **indemnity period**, falls short of the **standard turnover** as a result of the **incident**

b for increase in cost of working: the additional cost (subject to the provisions of the Uninsured working expenses condition) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **turnover** which would have taken place during the **indemnity period** as a result of the **incident**, but not exceeding the sum produced by applying the **rate of gross profit** to the amount of the reduction which has been avoided by this additional cost

less any amount saved during the **indemnity period** for the charges and expenses of the **business** payable out of **gross profit** as may stop or be reduced as a result of the **incident**.

Provided that if the sum insured by the item on **gross profit** is less than the sum produced by applying the **rate of gross profit** to the **annual turnover** (or to a proportionately increased multiple where the **maximum indemnity period** exceeds 12 months) the amount payable will be proportionately reduced.

Gross revenue/Estimated gross revenue

We will cover **you** for

1 loss of **gross revenue**

and

2 increase in cost of working

and the amount payable will be

a for reduction in **gross revenue**: the amount by which the **gross revenue** during the **indemnity period**, falls short of the **standard gross revenue** as a result of the **incident**

b for increase in cost of working: the additional cost necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **gross revenue** which would have taken place during the **indemnity period** as a result of the **incident**, but not exceeding the amount of the reduction which has been avoided by this additional cost

less any amount saved during the **indemnity period** for the charges and expenses of the **business** payable out of **gross revenue** as may stop or be reduced as a result of the **incident**.

Provided that if the sum insured by the item on **gross revenue** is less than the **annual gross revenue** (or to a proportionately increased multiple where the **maximum indemnity period** exceeds 12 months) the amount payable will be proportionately reduced.

Gross rentals/Estimated gross rentals

We will cover **you** for

1 a loss of **gross rentals**

and

2 increase in cost of working

and the amount payable will be

a for reduction in **gross rentals**: the amount by which the **gross rentals** during the **indemnity period**, falls short of the **standard gross rentals** as a result of the **incident**

b for increase in cost of working: the additional cost necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **gross rentals** which would have taken place during the **indemnity period** as a result of the **incident**, but not

exceeding the amount of the reduction which has been avoided by this additional cost

less any amount saved during the **indemnity period** for the charges and expenses of the **business** payable out of **gross rentals** as may stop or be reduced as a result of the **incident**.

Provided that if the sum insured by the item on **gross rentals** is less than the **annual gross rentals** (or to a proportionately increased multiple where the **maximum indemnity period** exceeds 12 months) the amount payable will be proportionately reduced.

Additional increased cost of working

We will cover **you** for further additional costs beyond those recoverable under paragraph **b** for **gross profit/estimated gross profit** or **gross revenue/estimated gross revenue** that **you** necessarily and reasonably incur during the **indemnity period** as a result of the **incident**, for the sole purpose of avoiding or diminishing a reduction in **turnover** or **gross revenue**.

Accounts receivable

We will cover **you** for

1 loss of **accounts receivable**

and

2 additional costs

and the amount payable will be

a for loss of **accounts receivable**: the difference, solely due to the **incident**, between the amount of the **accounts receivable** at the date of the **incident** and the total amount received in payment of them during the 12 months after the **incident**

b for additional costs: the additional costs necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **accounts receivable** which would have taken place as a result of the **incident**, but not exceeding the amount which would otherwise have been payable under **a** above

provided that if at the time of the **incident** the sum insured by this item is less than the total amount of the **accounts receivable**, the amount payable will be proportionately reduced.

Other items

We will cover **you** for **other items** shown as covered in **your** schedule on the basis of cover described within the endorsement detailed in **your** schedule.

✓ What is covered

1 We will cover **you** for the items shown in **your** schedule other than for **accounts receivable**

If any **building(s)** or other property used by **you** at the **premises** for the purpose of the **business** suffers **damage** during the **period of insurance** and as a result the **business** is interrupted or interfered with, then **we** will pay **you** for each item in **your** schedule the amount of loss resulting from the interruption or interference.

Provided that

a at the time of the **damage** there is insurance in force covering **your** interest in the **building(s)** or other property against that **damage** and that

i payments have been made or liability admitted under that insurance

or

ii payment would have been made or liability admitted but for the conditions in that insurance, excluding liability for losses below a specified amount

b **our** liability under this section will not exceed

i the total sum insured or for any item its sum insured at the date of the **damage**

ii the sum insured remaining after deduction for any other **business interruption** as a result of a claim for **damage** occurring during the same **period of insurance**, unless **we** have agreed to reinstate any sum insured

adjusted in accordance with the Inflation protection cover if shown as operative in **your** schedule.

2 We will cover **you** for any items shown in **your** schedule for **accounts receivable**

If any of **your** accounting records, other business books or records at the **premises** suffers **damage** during the **period of insurance** and it is not possible for **you** to obtain from **your customers** all the amounts due to **you** and outstanding at the date of the **damage**, then **we** will pay **you** the amount **you** may be entitled to recover under the conditions of this section.

Provided that **our** liability will not exceed

a the total sum insured or for any item of **accounts receivable**, its sum insured at the date of the **damage**

b the sum insured remaining after deduction for any other loss under this section as a result of **damage**, occurring during the same **period of insurance** unless **we** have agreed to reinstate the sum insured.

The sums insured will be adjusted in accordance with the Inflation protection cover if shown as operative in **your** schedule.

Claims preparation costs

Where a claim exceeds £25,000 **we** will cover **you** for the reasonable costs incurred by **you** for the preparation, presentation, certification and negotiation of a specified claim resulting from **damage** to the property, subject to prior written consent from **us**.

Our liability for any one claim in the aggregate under the property **damage** and business interruption sections for this extension of cover will not exceed

1 10% of the specified claim cost or £50,000 in respect of any one specified claim whichever is the lower.

2 £100,000 in any one **period of insurance**.

Provided that

1 **We** will have the right to review and audit all documentation relating to the costs

2 The costs are not otherwise covered under **your policy**

Where an external consultant is used, any loss assessor must be

a authorised and regulated by the Financial Conduct Authority

- b** Chartered Loss Adjusters complying with the Chartered Institute of Loss Adjusters Code of Conduct.

Computer breakdown cover

We will cover **you** for any loss following damage to **computer systems** due to their own breakdown or derangement of during the **period of insurance** which is insured by this section resulting from interruption of or interference with the **business**.

Provided that the **computer systems** are subject to a manufacturer's guarantee or a maintenance contract providing free parts and labour in the event of a breakdown or derangement.

Our liability across both the Property Damage and Business Interruption sections for any one **period of insurance** will not exceed the sum insured shown in **your** schedule.

Contract sites cover

We will cover **you** for any loss insured by this section resulting from interruption of or interference with the **business** as a result of **damage to your** property whilst at contract sites being worked upon by **you** anywhere within the **policy territories**.

Our liability under this cover for any one site will not exceed £10,000 at any one contract site.

Essential employees cover

We will cover **you** for any loss covered by this section resulting from interruption of or interference with the **business** as a result of

- 1**
 - a** death of an employee
 - b** permanent total disablement arising out of bodily injury which in the opinion of an independent medical officer will in all likelihood prevent the employee from carrying out their usual employment or usual occupation for the remainder of their life.
- 2** the employee winning a prize on the national lottery, premium bonds or football pools providing that their win exceeds £100,000 but excluding losses where the employee
 - a** has been employed by **you** for a period of less than 12 months

- b** has served notice or has been served notice of termination of their employment prior to their win
- c** has been absent from work through sickness, disability or suspension for a period exceeding 4 weeks at the time of their win.

The cover will only apply from the date of the death or permanent total disablement or lottery win, premium bond win or football pools win of an employee and end 12 weeks after this date.

Our liability will not exceed £100,000 in any one **period of insurance**.

Exhibition cover

We will cover **you** for any loss, covered by this section, resulting from interruption or interference with the **business** as a result of **damage to your** property whilst at exhibition sites anywhere within the **policy territories**, other than at the **premises in your** occupation, where **you** are exhibiting goods.

Provided that after the application of all other terms and conditions of the **policy our** liability for any one loss will not exceed £10,000.

Exhibition expenses cover

The following meanings highlighted in bold and black print will have the same meaning wherever they are used in the Exhibition expenses cover.

Expenses

Advertising, printing and stationery, insurance premiums, charge for space at exhibitions, telephone, hire of stands, display materials and the like, transport charges, wages on stand and installing exhibits.

Location

Any exhibition site within the **policy territories** elsewhere than at the **premises** in **your** occupation where **you** are exhibiting goods including whilst in transit by road, rail or inland waterway.

We will cover **you** for the **expenses you** incur in connection with exhibitions held at any **location**

Provided that

- 1 in the event of the exhibition not being held (or **you** are unable to exhibit at all) as a result of the **incident** at any **location**, the amount recoverable will be limited to the **expenses you** have paid or are liable to pay in connection with the exhibition
- 2 should the exhibition be discontinued after it starts, but before the full exhibition finishes (or **you** are unable to continue to exhibit for the full period of the exhibition) as a result of the **incident** at any **location**, the amount recoverable will be limited to the proportion of the amount calculated in accordance with provision 1 above, as the period for which **you** could not exhibit relates to the whole period of the exhibition
- 3 if the sum insured is less than the total of the **expenses**, the amount payable will be proportionately reduced.

Our liability for any one claim will not exceed £2,500.

Failure of selected public supplies cover

We will cover **you** for any of the circumstances below, provided that after the application of all other terms and conditions of the section, **our** liability for any one claim will not exceed the limit shown in **your** schedule.

The accidental failure of

- 1 the public electricity supply at **your** suppliers generating station or sub station

- 2 the public gas supply at **your** suppliers land based premises
- 3 the public water supply at **your** suppliers waterworks or pumping station
- 4 the public telecommunications services at **your** suppliers land based premises

but **we** will not cover

- a any failure
 - i which does not involve a cessation of supply, for at least 24 consecutive hours
 - ii due to an excluded cause
- b loss resulting from failure caused by
 - i the deliberate act of any supplier or by them using their power to withhold or restrict supply or services
 - ii strikes or any labour or trade dispute
 - iii atmospheric or weather conditions, but **we** will cover failure due to **damage** to equipment caused by these conditions

In any action, lawsuit or other proceedings or where **we** allege that any loss resulting from **damage** is not covered by this section, it will be **your** responsibility to prove that they are covered.

Failure of selected public supplies terminal ends cover

We will cover **you** for any of the circumstances below, provided that after the application of all other terms and conditions of the section, **our** liability for any one claim will not exceed £250,000.

The accidental failure of

- 1 the public electricity supply at the “terminal ends” of **your** suppliers service feeds to the **premises** within the **policy territories**
- 2 the public gas supply at **your** suppliers meters to the **premises** within the **policy territories**
- 3 the public water supply at **your** suppliers main stop cock serving the **premises** (other than by drought) within the **policy territories**

- 4 the public telecommunications services supply (other than satellite services) at the incoming line, terminals or receivers to the **premises** within the **policy territories**

but **we** will not cover

- a any failure
 - i which does not involve a cessation of supply, for at least 24 consecutive hours
 - ii due to an excluded cause
 - iii that exceeds 12 weeks in duration
- b loss resulting from failure caused by
 - i the deliberate act of any supplier or by them using their power to withhold or restrict supply or services
 - ii strikes or any labour or trade dispute
 - iii atmospheric or weather conditions, but **we** will cover failure due to **damage** to equipment caused by these conditions

In any action, lawsuit or other proceedings or where **we** allege that any loss resulting from **damage** is not covered by this section, it will be **your** responsibility to prove that they are covered.

Fines, penalties and damages cover

We will cover **you** for fines, penalties or damages for breach of contract and the amount payable will be the sums **you** are legally liable to pay in discharge of

- 1 fines, penalties or damages incurred solely as a result of **damage** for non completion or late completion of orders, work or services and
- 2 committed costs for outside purchases or services incurred solely as a result of the **damage** in respect of the outside purchases or services which cannot be utilised by the **business** during the **indemnity period**.

Our liability for any one claim will not exceed £2,500 any one claim.

Inflation protection cover

We will adjust the sum insured at each renewal in line with suitable indices of costs and the renewal premium for this section will be based on the adjusted sum insured.

Loss reduction expenses cover

We will cover **you** for the costs and expenses necessarily and reasonably incurred by **you** with **our** consent in

- 1 preventing or reducing imminent interruption of or interference with the **business** which would have been covered by this section
- 2 reducing, mitigating or otherwise alleviating any interruption of or interference with the **business** covered by this section during and after the occurrence of an insured event

Provided that

- 1 the impending interruption of or interference with the **business** was not reasonably foreseeable earlier and would be the natural outcome if such costs and expenses were not incurred
- 2 the impending interruption of or interference with the **business** did not arise from any defect in the property used by **you** for the purpose of the **business**
- 3 **we** are satisfied that the interruption of or interference with the **business** which would have been covered by this section has been avoided or reduced as a result of the measures taken

Our liability will not exceed the limit shown in **your** schedule in any one **period of insurance**.

Murder suicide or disease cover

We will cover **you** for any **business interruption** insured by this section resulting from interruption of or interference with the **business** conducted by **you** at the **premises** as a result of

- 1 the occurrence of any of the following specified human infectious or human contagious diseases
 - i Acute Encephalitis
 - ii Acute Poliomyelitis

- iii Anthrax
- iv Chicken Pox
- v Cholera
- vi Diphtheria
- vii Dysentery
- viii Legionellosis
- ix Legionnaires Disease
- x Leprosy
- xi Leptospirosis
- xii Malaria
- xiii Measles
- xiv Meningococcal Infection
- xv Mumps
- xvi Ophthalmia Neonatorum
- xvii Paratyphoid fever
- xviii Plague
- xix Rabies
- xx Rubella
- xxi Scarlet Fever
- xxii Smallpox
- xxiii Tetanus
- xxiv Tuberculosis
- xxv Typhoid Fever
- xxvi Viral Hepatitis
- xxvii Whooping Cough
- xxviii Yellow Fever

manifested by any person whilst at the **premises** or within a 25 mile radius of it

- 2 murder or suicide at the **premises**
- 3 injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the **premises**
- 4 the discovery of vermin or pests in the **building(s)** that prevents the use of or part use of the **building(s)** by order of the public authority
- 5 the closing of the whole or part of the **premises** by order of the public authority as a result of a defect in the drains or other sanitary arrangements at the **premises**.

This cover will only apply for the period starting with the occurrence of the loss and ending after 12 weeks during which time the results of the **business** are affected.

We will not cover any costs incurred in the cleaning, repair, replacement, recall or checking of the property insured.

Patterns cover

We will cover **you** for any loss insured by this section resulting from interruption of or interference with the **business** as a result of **damage** to patterns, jigs, models, templates, moulds, tools, dies, drawings or designs which are **your** property or held in trust by **you** or for which **you** are responsible whilst at the premises of any machine makers, engineers, founders or other metal workers (excluding any premises in **your** occupation) within the **policy territories**.

Our liability for any one claim will not exceed £10,000.

Premises access cover

We will cover **you** for any loss insured by this section resulting from interruption of or interference with the **business** as a result of **damage** to property within a 1 mile radius of **your premises** which prevents or hinders the access to or the use of **your premises** whether **your premises** or **your** property suffers **damage** or not but **we** will not cover loss, destruction or damage to property of any supply undertaking from which **you** obtain electricity, gas, water or telecommunications services which prevents or hinders the supply of these services.

Our liability for any one claim will not exceed the limit shown in **your** schedule.

Premises access (non damage) cover

We will cover **you** for any loss insured by this section resulting from interruption of or interference with the **business** where access to **your premises** is restricted or hindered for more than the franchise period shown in **your** schedule arising directly from

- 1 the actions taken by the police or any other statutory body in response to a danger or disturbance at **your premises** or within a 1 mile radius of **your premises**

Business interruption section *continued*

- 2 the unlawful occupation of **your premises** by third parties

Provided that

- 1 the insurance provided by this cover shall only apply for the period starting with the restriction or hindrance and ending after 12 weeks during which time the results of the **business** are affected.
- 2 **our** liability for any one claim will not exceed the limit shown in **your** schedule.

We will not cover **you** where access to **your premises** is restricted or hindered as a result of

- 1 physical **damage** to property at **your premises** or elsewhere
- 2 strikes, picketing, labour disturbances or trade disputes
- 3 the condition of or the **business** conducted within **your premises** or any other **premises** owned or occupied by **you**
- 4 notifiable diseases as detailed in the Murder suicide or disease cover
- 5 actions where **you** have been given prior notice.

Theft or attempted theft cover

We will cover **you** for any loss insured by this section resulting from interruption or interference with the **business** caused by theft or attempted theft.

Theft of building fabric cover

We will cover **you** for any loss insured by this section resulting from interruption of or interference with the **business** caused by theft or attempted theft of the external fabric of any **building(s)** insured by this **policy** up to the limit shown in **your** schedule.

This cover does not apply to any **building(s)** which is **unoccupied**.

Transit cover

We will cover **you** for any loss insured by this section resulting from interruption of or interference with the **business** as a result of **damage** to property belonging to **you** whilst in transit by road, rail or inland waterway within the **policy territories**.

Our liability under this cover for any one claim will not exceed £10,000.

Unspecified customers cover

The following meaning highlighted in bold black print will have the same meaning where it is used in the Unspecified customers cover.

Customers

The companies, organisations or individuals who at the date of the **incident you** have contracts or trading relationships with for the supply of goods or services.

We will cover **you** for any loss insured by this section resulting from interruption of or interference with the **business** as a result of

- 1 **damage** at the premises of any of **your customers** (other than those **customers** more specifically insured by this section) situated within the **policy territories**
- 2 **damage** to property insured in **your** schedule, held at unspecified **customers** premises.

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

Unspecified suppliers and storage sites cover

The following meaning highlighted in bold black print will have the same meaning where it is used in the Unspecified suppliers and storage sites cover.

Suppliers

The companies, organisations or individuals including manufacturers or processors of components, goods or materials who at the date of the **incident, you** have contracts or trading relationships with for the supply of goods or services to **you**.

We will cover **you** for any loss, covered by this section, resulting from interruption or interference with the **business** as a result of **damage** at

- 1 the premises of any of **your suppliers** other than those **suppliers** more specifically insured by this section

- 2 premises not in **your** occupation where **your** property is stored

within the European Union or to properties noted in **your** schedule.

This cover does not apply to the premises of any **supplier** from where **you** obtain electricity, gas or water or telecommunications services.

Our liability under this cover for any one claim will not exceed £100,000.

X What is not covered

Aircraft and aerial devices exclusion

We will not cover **you** for **business interruption** caused by or occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds. **We** will cover subsequent **business interruption** which itself results from a cause covered by this section.

Brittle articles exclusion

We will not cover **you** for **business interruption** resulting from loss, destruction or damage to glass (other than fixed glass) china, earthenware, marble or other fragile or brittle objects other than for **business interruption** caused by a **defined peril** covered by this section.

Collapse exclusion

We will not cover **you** for **business interruption** resulting from loss, destruction or damage to the **building(s)** or structure caused by its own collapse or cracking unless resulting from a **defined peril** which is covered by this section.

Collusion exclusion

We will not cover **you** for **business interruption** resulting from theft or attempted theft caused by or in conjunction with **you** or any of **your** partners, directors or employees or any member of **your** family or any other people lawfully at the **premises**.

Date recognition exclusion

We will not cover **you** for **business interruption** directly or indirectly caused by, contributed to or

arising from the failure of equipment (including hardware and software) to correctly recognise any given date, to process data or to operate properly, due to failure to recognise any given date but **we** will cover subsequent **business interruption** which results from a **defined peril** or theft or attempted theft covered by this section.

Electrical plant or apparatus exclusion

We will not cover **you** for **business interruption** as a result of loss, destruction or damage to any electrical plant or apparatus caused by its own overrunning, short circuiting, excessive pressure or self-heating.

We will cover subsequent **business interruption** which itself results from a cause covered by this section.

Electronic risks exclusion

We will not cover **you** for any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- 1 damage to or the destruction of any **computer systems**; or
- 2 any alteration, modification, distortion, erasure or corruption of **data**

in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

We will cover subsequent **business interruption** which is covered by this section, which itself results from a **defined peril** covered by this section, except for loss destruction or damage caused by malicious persons other than thieves.

Erasure of data exclusion

We will not cover **you** for **business interruption** arising directly or indirectly from

- 1 erasure, loss, distortion or corruption of information on computer systems or other records, programs or software caused deliberately by rioters, strikers,

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

- 2 other erasure, loss, distortion or corruption of information on computer systems or other records, programs or software unless resulting from a **defined peril** covered by this section.

Faulty or defective workmanship exclusion

We will not cover **you** for **business interruption** caused by or consisting of faulty or defective workmanship, operational error or omission by **you**, any of **your** employees or anyone on **your** behalf, but **we** will cover subsequent **business interruption** which results from a **defined peril** covered by this section.

Fraud and dishonesty exclusion

We will not cover **you** for **business interruption** arising directly or indirectly from any acts of fraud or dishonesty by **your** employees, or any partner, director or member of **your** family. We will cover subsequent **business interruption** which results from a **defined peril** covered by this section.

Miscellaneous damage exclusion

We will not cover **you** for **business interruption** caused by or resulting from

- 1 corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
- 2 change in temperature, colour, flavour, texture or finish
- 3 joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
- 4 mechanical or electrical breakdown or derangement of a particular machine, apparatus or equipment where the breakdown or derangement originates

but **we** will cover

- 1 **business interruption** which results from a **defined peril** covered by this section

- 2 subsequent **business interruption** which itself results from a cause covered by this section.

Motor vehicle and other property exclusion

We will not cover **you** for **business interruption** resulting from loss, destruction or damage to

- 1 vehicles licensed for road use (including accessories on them) caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
- 2 property or structures in the course of construction or erection and materials or supplies in connection with all property in the course of construction or erection
- 3 land, piers, jetties, bridges, culverts or excavations
- 4 livestock, growing crops or trees

other than for the **business interruption** caused by a **defined peril** covered by this section.

Pollution or contamination exclusion

We will not cover **you** for any consequential loss resulting from pollution or contamination but **we** will cover loss resulting from **damage** to property used by **you** at the **premises** for the purpose of the **business** which is covered elsewhere in this section caused by

- 1 pollution or contamination at the **premises** which itself results from a **defined peril** provided that peril is covered by this section
- 2 a **defined peril** provided that peril is covered by this section which itself results from pollution or contamination.

Process exclusion

We will not cover **you** for **business interruption** arising directly or indirectly from loss, destruction or damage

- 1 to property used by **you** at the **premises** for the purpose of the **business** caused by fire, resulting from its undergoing any heating process or any process involving the application of heat
- 2 (other than by fire or explosion) to property used by **you** at the **premises** for the purpose of the **business** resulting from its undergoing

Business interruption section *continued*

any process of production, packing, treatment, testing, commissioning, servicing or repair.

Property in the open exclusion

We will not cover **you** for **business interruption** resulting from loss, destruction or damage to fences, gates and moveable property in the open caused by wind, rain, hail, sleet, snow, **flood**, dust, theft or attempted theft.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss directly or indirectly caused by or contributed to by or arising from

- 1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly.

Steam pressure exclusion

We will not cover **you** for **business interruption** following loss, destruction or damage caused by or consisting of the bursting of any vessel, machine or apparatus (not being a boiler or economiser used for domestic purposes only) where the internal pressure is due to steam only belonging to **you** or under **your** control.

But **we** will cover subsequent **business interruption** which itself results from a cause covered by this section.

Terrorism and Northern Ireland exclusion

We will not cover **you** for consequential loss of any nature directly or indirectly caused by, resulting from or in connection with

- 1 In England, Scotland, Wales, the Channel Islands and the Isle of Man
 - a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**

- 2 In Northern Ireland

- a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**
- c riot, civil commotion and (except for damage or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

Unexplained losses exclusion

We will not cover **you** for **business interruption** arising directly or indirectly from

- 1 disappearance, unexplained or inventory shortage
- 2 misfiling or misplacing of information.

Unoccupied building exclusion

We will not cover **you** for **business interruption** for any building which is **unoccupied** caused by

- 1 freezing
- 2 escape of water from any tank apparatus or pipe
- 3 malicious persons not acting on behalf of or in connection with any political organisation other than by fire or explosion
- 4 theft damage to the building
- 5 theft of fabric of the buildings.

War risks exclusion

We will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

Wear and tear, deterioration exclusion

We will not cover **you** for **business interruption** caused by or resulting from inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, faulty or defective design or materials. **We** will cover subsequent **business interruption** which itself results from a cause covered by this section.

Section conditions

These conditions of cover apply only to this section.

You must comply with the following conditions to have the full protection of **your policy**.

Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Accounts receivable condition

We will cover **you** for **business interruption** caused by or arising directly or indirectly from the loss, destruction or damage to **your** accounting records, other business books or records at the **premises**.

Provided that

- 1 at the end of each month **you** record the total amount of **accounts receivable**
- 2 **you** keep a copy of such record at a place other than at the **premises**

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim.

Accumulated stocks condition

In adjusting any loss, an allowance will be made if any shortage of **turnover** due to the **damage** is postponed because the **turnover** is temporarily maintained from accumulated stocks of raw materials, work in progress or finished goods.

Alternative trading condition

If during the **indemnity period** goods are sold, accommodation provided or services rendered elsewhere other than at the **premises** for the benefit of the **business**, either by **you** or by others on **your** behalf the money paid or payable for these sales, accommodation or services will be included in arriving at the **turnover**, **gross revenue** or **gross rentals** during the **indemnity period**.

Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid, the amount of the difference will be referred to an arbitrator who is jointly appointed in accordance with the statutory requirements. **You** will not be able to take legal action against **us** over this disagreement until the arbitrators have made their award.

Cessation or discontinuation condition

We will not cover **you** if after the start of the **period of insurance** the **business** is wound up or carried on by a liquidator or receiver or permanently discontinued.

Claims condition

In event of a claim being made under this section **you** will at **your** own expense

- 1 a other than in respect of **accounts receivable** provide **us** within 30 days after the end of the **indemnity period** or within such time as agreed by **us** with written details of **your** claim
- b provide **us** with details of any other insurances covering the property used by **you** at the **premises** for the purpose of the **business** or any part of it or any consequential loss.

- 2 deliver to **us** any books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs and any other information required by **us**, for the purpose of investigating or verifying the claim together with, if required, a statutory declaration of truth of the claim and any matters connected with it.

If **you** do not comply with this condition

- 1 **we** have the right to refuse to pay **your** claim
- 2 if **we** refuse to pay **your** claim **you** must repay **us** any amount **we** may have already paid.

Contribution condition

If the cover provided by this section is insured by any other policy, **we** will only cover **you** for **business interruption** up to the limits of **our** rateable proportion.

Departmental condition

If the **business** is conducted in departments, where the independent trading results can be ascertained, the basis of settlement for **gross profit** or **gross revenue** or **gross rent** will apply separately to each department affected by the **incident**. Where the sum insured for **gross profit**, **gross revenue** or **gross rent** is less than the total sum produced by applying the rate of **gross profit**, **gross revenue** or **gross rentals** for each department of the **business** (whether affected by the **incident** or not) to the **annual turnover**, **annual gross revenue** or **annual gross rentals** (or to a proportionately increased multiple thereof where the **maximum indemnity period** exceeds 12 months) the amount payable shall be proportionately reduced.

New business condition

For the purpose of any claim arising from an **incident** occurring before the completion of the first years trading of the **business** at the **premises**, the following meanings apply and not as otherwise stated in this section.

1 Rate of gross profit

The rate of gross profit earned on the **turnover** during the period between the start date of the **business** and the date of the **incident**.

2 Annual turnover

The proportional equivalent for a 12 month period, of the **turnover** earned during the period between the start of the **business** and the date of the **incident**.

3 Standard turnover

The proportional equivalent for a period equal to the **indemnity period** of the **turnover** earned during the period between the start of the **business** and the date of the **incident**.

4 Annual gross revenue

The proportional equivalent for a period of 12 months of the **gross revenue** earned during the period between the start date of the **business** and the date of the **incident**.

5 Standard gross revenue

The proportional equivalent for a period equal to the **indemnity period** of the **gross revenue** earned during the period between the start date of the **business** and the date of the **incident**.

6 Annual gross rentals

The proportional equivalent for a period of 12 months of the **gross rentals** earned during the period between the start date of the **business** and the date of the **incident**.

7 Standard gross rentals

The proportional equivalent for a period equal to the **indemnity period** of the **gross rentals** earned during the period between the start of the **business** and the date of the **incident**.

We will make adjustments as necessary for trends of the **business** and for variations and other circumstances affecting the **business**, either before or after the **incident**, or which would have affected the **business** had the **incident** not occurred so that the adjusted figures represent as closely as possible, the results which would have been obtained during the **indemnity period** after the **incident**.

Payments on account condition

At **your** request, payments on account may be made to **you** monthly during the **indemnity period**.

Professional accountants condition

Any particulars or details contained in **your** books of account, other business books or documents that are required by **us** for investigation or verifying any claim under the Claims condition for this section, may be produced by professional accountants if, at the time they are regularly acting for **you**. Their report will be prima facie evidence of the particulars and details to which the report relates to.

We will pay **you** the reasonable charges that **you** have to pay for professional accountants in producing the particulars or details or any other proofs, information or evidence that **we** may require under the Claims condition for this section and reporting these particulars or details are in accordance with **your** accounting records, other business books or documents.

Provided that the total amount payable under this condition and the amount otherwise payable under the section does not exceed the sum insured shown in **your** schedule.

Reinstatement of sum insured after loss condition

In the event of **business interruption**, the sum insured by this section will be automatically reinstated from the date of the **damage** unless written notice is given to the contrary either by **us** or by **you**.

Provided that in the event of reinstatement **you** will

- 1 pay the necessary premiums that may be required for the reinstatement, from the date of reinstatement
- 2 complete any additional risk improvements which **we** may reasonably require.

Salvage sales condition

If following a loss insured by this section resulting from interruption of or interference with the **business you** hold a salvage sale during the **indemnity period** paragraph 1 a of the **gross profit/estimated gross profit** item of the Basis of loss settlement is amended as follows

for reduction in **turnover**, the sum produced by applying the **rate of gross profit** earned on the **turnover** during the financial year immediately before the date of the **incident**, to the amount by which the **turnover** during the **indemnity period** (less **turnover** for the period of the salvage sale) as a result of the **incident**, falls short of the **turnover** during the corresponding period in the 12 months immediately before the date of the **incident** from which amount shall be deducted the **gross profit** actually earned during the period of the salvage sale.

Subrogation waiver condition

In the event of a claim under this section **we** agree to waive any rights, remedies or relief to which **we** might have become entitled by subrogation against

- 1 any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**
- 2 any company which is a subsidiary of a parent company of which **you** are a subsidiary

in each case as defined by current law at the time of the **damage**.

Uninsured working expenses condition

If any working expenses of the **business** are not insured by this section (having been deducted in arriving at the **gross profit**) then in calculating the amount recoverable as increase in cost of working, that proportion only of any additional cost will be taken into account which the **gross profit** relates to the sum of the **gross profit** and the **uninsured working expenses**.

Specific section conditions and covers

You must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Subsidence cover

We will cover **you** for any loss, insured by this section, resulting from interruption of or interference with the **business** caused by subsidence or ground heave of any part of the site on which the **premises** stands or landslip, but **we** will not cover interference or interruption of the business caused by

- 1 damage to yards, car parks, roads, pavements, walls, gates and fences unless also affecting the **building(s)** insured by this **policy**
- 2 damage caused by or consisting of
 - a the normal settlement or bedding down of new structures
 - b the settlement or movement of made-up ground
 - c coastal or river erosion
 - d defective design or workmanship or the use of defective materials
 - e fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
- 3 damage which originated before the start of this cover
- 4 damage resulting from
 - a demolition, construction, structural alteration or repair of any property
 - b ground works or excavationat the **premises**

Special conditions applicable to Subsidence cover

You must notify **us** as soon as possible if **you** become aware of any demolition, ground works, excavation or construction being carried out on any adjoining site and **we** will then have the right to vary the terms or cancel the cover.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim for subsidence, ground heave or landslip.

Contractors all risks section

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Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your** Contractors all risks section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5 of the General introduction section of **your policy**.

Approved agreement

A hire agreement that complies with the Model Conditions for the hiring of plant approved by the Construction Plant-hire Association.

Computer systems

Computer or other equipment or component or system or item which processes stores transmits or receives **data**.

Contract

Any contracts undertaken by **you** in the course of the **business**, which are not more specifically insured, anywhere within the **policy territories** where the original **contract price** does not exceed the sum insured shown in **your** schedule.

Contract price

The actual contract price of any works for the **contract** or actual cost to **you** of a speculative development prior to the start of the **contract works**.

Contract works

The permanent or temporary works carried out in performance of any **contract** which does not exceed the **contract price**, undertaken by **you** or on **your** behalf within the **policy territories**, including **temporary buildings** and unfixed materials whilst on or adjacent to the **contract** site.

Damage

Accidental loss, destruction or damage.

Data

Any 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.

Defined peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, **flood**, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

Denial of service attack

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**.

Employee

Any person under a contract of service or apprenticeship with **you**.

Employees personal items

Employees tools and other personal effects for use in connection with a contract within the geographical limits stated in **your** schedule.

Flood

Damage caused by

- 1 the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam.

- 2 inundation from the sea.

- 3 inundation by rainwater or rainwater induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building.

Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

Hired plant

Constructional plant, tools, scaffolding and equipment hired by **you** for use in connection with a contract within the geographical limits stated in **your** schedule.

Money

Bills of exchange, uncrossed promissory notes, cash, bank and currency notes, uncrossed cheques, giro cheques including pre-authenticated giro cheques, uncrossed postal orders, uncrossed money orders, uncrossed warrants, current postage stamps, unused units in franking machines, National Savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, gaming machine tokens, lottery tickets (excluding scratch cards held in stock for resale), customer redemption vouchers, authenticated travel tickets, phone cards (excluding phone cards held in stock for resale), holiday with pay stamps, luncheon vouchers, securities for money, travel warrants, crossed warrants, credit company sales vouchers, debit card sales vouchers, crossed cheques, crossed giro drafts, crossed postal orders and crossed money orders, crossed national giro bank orders, crossed promissory notes, crossed bankers drafts, premium bond certificates, VAT purchase receipts, credit card counterfoils, premium bonds, savings bonds, stamped National Insurance cards and National savings certificates.

Phishing

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

Portable electronic equipment

The portable electronic equipment listed below that is regularly used away from the **business premises** in connection with the **business** and which belongs to **you**

- 1 laptops or portable computers
- 2 mobile phones.

Tools

Portable hand tools, books and manuals that are regularly used away from the **business premises** in connection with the **business** and which belong to **you**, including electronic testing or measuring equipment.

Substantial completion

The date of completion of the **contract works**, apart from the prospective purchasers or tenants choice of decoration and/or final fitments.

Temporary buildings

Site huts, temporary buildings and office furniture, fixtures and fittings in or on them, belonging to **you** for use in connection with the **contract** whilst on or adjacent to the **contract** site.

Terrorism

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

In Northern Ireland: An act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear.

In the Channel Islands and the Isle of Man: An act of any person(s) acting on behalf of or in connection with any organisation which carries

out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.

Own plant

Constructional plant and equipment including scaffolding, power tools and compressors belonging to **you** or hired to **you** under a hire purchase or lease agreement for use in connection with a contract within the geographical limits stated in **your** schedule.

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 meaning 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.

✓ What is covered

We will cover **you** for **damage** occurring during the **period of insurance** to any of the items described in **your** schedule. **We** will pay **you** for the value of the property at the time of its **damage** or for the amount of the **damage**, or at **our** option reinstate or replace the property or any part of it in accordance with the following Basis of claims settlement.

Basis of claims settlement

- 1 For **contract works**, **we** will pay up to the sum insured shown in **your** schedule plus any additional amount up to the amount shown in the Escalator cover.
- 2 For **portable electronic equipment** and **tools** the cost of repair or replacement as new.
- 3 For **own plant** that is less than 12 months old, **we** will pay the cost of repair or replacement as new
- 4 For **own plant** that is more than 12 months old, **we** will pay the cost of
 - i repair; or

- ii replacement with a model of equivalent specification, age and condition

but not more than the sum insured shown in **your** schedule

- 5 For **hired plant**, **we** will pay up to the sum insured shown in **your** schedule other than
- a If **you** have used an **approved agreement** for the **hired plant** then **we** will pay for the extent of **your** legal liability in respect of replacing or repairing the **hired plant** following the **damage** or
 - b if **you** did not use an **approved agreement** for the **hired plant** then at **our** option **we** will pay for
 - i repair of the **hired plant** as long as this is less than the cost of replacement or the extent of **your** liability under the hire agreement; or
 - ii replacement of the **hired plant** with a model of equivalent specification, age and condition as long as this is less than the extent of **your** liability under the hire agreement; or
 - iii the monetary value of **ii**) above.

We will not pay any more than if **you** had used an **approved agreement**.

- 6 For **employees personal items**, **we** will pay up to the sum insured shown in **your** schedule but no more than the limit shown in **your** schedule for any one item.

We will also pay the costs and expenses necessarily incurred by **you** as a result of **damage** to property insured with **our** written consent for

- a debris removal costs up to the amount shown in **your** schedule
- b dismantling and/or demolishing
- c shoring up, propping and fencing off
- d clearing and/or repairing drains and service mains on the **contract** site
- e architects, surveyors and consultants fees in connection with the reinstatement of the **contract works** as a result of **damage**, but not for preparing any claim.

We will not cover costs and expenses arising from pollution or contamination of property not insured by this section.

Our liability will not exceed the sum insured shown in **your** schedule plus any additional amount shown in the Escalator cover.

Escalator cover

In the event of an increase in the original value of any **contract price**, the sum insured for the **contract works** will automatically be altered by up to 25%.

European Community and public authorities (including undamaged property) cover

The cover for **permanent works** also includes the additional cost of reinstatement that may be incurred solely due to the necessity to comply with the stipulations of

- 1 European Community legislation
- or
- 2 building or other regulations under or framed in pursuance of any Act of Parliament or Bye-laws of any public authority

referred to as the stipulations, for

- 1 **damage** to the property insured
- 2 undamaged portions of the property insured but excluding
 - 1 the cost incurred in complying with the stipulations
 - a for **damage** occurring prior to the start date of this section cover
 - b for **damage** not insured by this section
 - c where notice has been served on **you** prior to the **damage** happening
 - d where there is an existing requirement which has to be implemented within a given period
 - e for property entirely undamaged by any covered event.
 - 2 the additional cost that would have been required to make good the property lost, destroyed or damaged to a condition the same as when new, had the need to comply with the stipulations not arisen

Contractors all risks section *continued*

- 3 the amount of any charge or assessment arising out of capital appreciation which may be payable for the property or by the owner to comply with the stipulations.

Special conditions applicable to European community and public authorities cover

- 1 Reinstatement work must be started and carried out without unreasonable delay and must be completed within 12 months of the date of the **damage** or any further time that **we** agree (during those 12 months).
- 2 The reinstatement work may be carried out on another site (if the stipulations require) subject to **our** liability under this cover not being increased.
- 3 If **our** liability under this section is reduced by the application of any of the terms and conditions of the **policy**, then **our** liability will be reduced proportionately.
- 4 The total amount recoverable under any item of this section for this cover will not exceed
 - a for the lost, destroyed or damaged property
 - i 15% of its sum insured
 - ii where the sum insured by the item applies to property at more than one location 15% of the total amount which **we** would have been liable for had the property insured by the item been totally destroyed at the damaged site
 - b for undamaged portions of property (other than foundations) 15% of the total amount for which **we** would have been liable had the property insured by the item at the **contract** site suffered **damage**.

Our liability under any item of this section will not exceed its sum insured shown in **your** schedule.

European Union cover

We will cover **you** for **damage** to **tools** and **own plant** for a maximum of 30 days whilst anywhere

within the European Union during any one **period of insurance**.

Our liability in any one **period of insurance** will not exceed £10,000.

Expediting costs cover

We will cover **you** for the extra charges for overtime, night work, work on public holidays, express freight, air freight or other transport costs, necessarily incurred by **you** with **our** consent, following reinstatement or replacement of any damaged property forming the basis of a claim under this section.

Fire brigade charges cover

We will cover **you** for the costs and expenses incurred by **you** charged by the Local Authority for extinguishing fire or fire fighting, provided that these costs and expenses are necessary and reasonable.

Free materials cover

Contract works will include any materials supplied by or provided to **you** for inclusion in the **contract** for which **you** are responsible, provided that they are covered by this section. The value of these materials will not be included in determining the **contract price**.

Hired plant cover

Where cover is provided for **hired plant**, **we** will cover **you** for **your** legal liability under the terms of hiring conditions

- 1 to make good to the owner of the **hired plant** any **damage**, covered by this section, to the **hired plant** which is caused by its own breakdown or its own explosion
- 2 to pay to the owners of any **hired plant** hire charges incurred as a result of and solely due to
 - a physical **damage** to the **hired plant**
 - b breakdown of the **hired plant** due to the negligence, misdirection or misuse by **you** or **your** employees

Provided that

- 1 the hire charges will be calculated at the appropriate idle time rate for the period

while the **hired plant** is necessarily idle due to **damage** or breakdown but not exceeding the amount shown in **your** schedule from that date of the **damage** or breakdown

- 2 this cover does not apply to **damage** by any wilful act or **your** wilful neglect
- 3 the Plant or machinery breakdown exclusion and the Penalties under contract exclusion do not apply to this cover.

Our liability will not exceed the amount shown in **your** schedule.

We will also cover **you** for legal defence costs incurred with **our** prior written agreement to investigate, settle or defend a claim against **you** during the **period of insurance** directly relating to any actual or potential claim under this Hired plant cover.

We will not make any payment for costs incurred to investigate, settle or defend a claim brought outside the United Kingdom, the Channel Islands, the Isle of Man and the Republic of Ireland.

The most **we** will pay in any one **period of insurance** is shown in the schedule.

We will also cover **you** for the necessary and reasonable loss prevention costs that **you** incur in order to prevent or minimise insured **damage** occurring during the **period of insurance** to **hired plant**, but not exceeding the costs which would have been incurred had the measures not been taken. The most **we** will pay in any one **period of insurance** is shown in the schedule.

We will also cover repair costs incurred with **our** prior written agreement to effect a temporary repair or to expedite a permanent repair following insured **damage** occurring during the **period of insurance** to **hired plant**. The most **we** will pay in any one **period of insurance** is shown in the schedule.

Immobilised plant cover

We will cover **you** for the necessary costs incurred in the recovery of the plant described in **your** schedule which may become immobilised or immovable whilst being used in connection with the **contract**.

Provided that the cause of immobilisation or immovability is the subject of a claim covered by this section.

Indemnity to principals cover

The interests of **your** employer/principal are covered under this section but solely to the extent required by the conditions of contract in force between **you** and **your** employer/principal.

Provided that the employer/principal observes, fulfils and is subject to the terms, exclusions and conditions of this **policy** as though they were **you**.

Off-site storage cover

The cover for

- 1 the **contract works** extends to cover materials and goods within the **policy territories** whilst not on the site of any **contract**, but intended for inclusion in any **contract** insured by this section where **you** are responsible under any standard printed contract conditions. Provided that the value of the materials and goods has been included in an interim certificate and the materials are stored and identified as being designated for incorporation in a specific **contract**.

Our liability in any one **period of insurance** will not exceed £5,000 for non ferrous metals and £100,000 for any other materials.

- 2 **Tools** and **own plant, temporary buildings** and **hired plant**, includes that property whilst at **your** premises or in a securely locked compound or store within the **policy territories**.

Reconstitution of electronic data cover

We will cover the reasonable cost of reconstituting the data **you** need to continue **your business**, if **your** electronic **business** records and electronic data have been lost or distorted as a direct result of **damage** covered under this section.

The maximum **we** will pay during any one **period of insurance** is shown on **your** schedule.

Re-drawing plans or documents cover

We will cover you for the costs and expenses necessarily incurred in re-writing or re-drawing plans, drawings or other contract documents following **damage** to them.

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

Reinstatement of sum insured after loss cover

In the event of **damage** the sum insured by this section will be automatically reinstated from the date of the **damage** unless written notice is given to the contrary either by us or by you.

Provided that in the event of reinstatement you will

- 1 pay the necessary premiums that may be required for the reinstatement from the date of reinstatement
- 2 complete any additional risk improvements which we may reasonably require.

Seventy two hour cover

We will cover you for **damage** within 72 consecutive hours of and caused by storm or **flood** as one claim provided that peril is covered by this section.

You can decide when the 72 hour period starts as covered by this section, provided that **damage** occurred before the end of the **period of insurance**.

Show properties and contents cover

We will cover show houses and flats and the contents in them until sold provided that

- 1 cover will end no later than the number of days shown in your schedule from the date that the last building on the **contract** site reaches **substantial completion**
- 2 during the months of October, November, December, January, February and March all water systems will be drained or the heating system will be put into effective operation to maintain the internal temperature at a minimum of 4 degrees centigrade

- 3 whenever the show house and/or flats are left unattended, the following security measures must be put into full and effective operation

- a i external timber doors must be secured with a mortice deadlock which has 5 or more levers and conforms to British Standards BS 3621 or European Norm EN 1303 together with a matching metal box striking plate installed in accordance with the manufacturers recommendations
- ii external aluminium doors or UPVC doors must be secured with integral cylinder key operated mortice deadlocks conforming to EN 1303
- b all opening windows must be secured with key operated window locks, installed in accordance with the manufacturers recommendations

- 4 our liability for

- a the contents of show houses or flats will not exceed £35,000
- b the show houses or flats will not exceed the **contract price**

For the purpose of this cover the term unattended will mean when sales personnel are not either

- 1 showing prospective clients around the show house or flat
- or
- 2 in an adjacent sales office.

Speculative development cover

It is agreed that

- 1 the property insured for **contract works** includes the property being built or erected by you other than under contract
- 2 for property being built or erected other than under contract, the insurance by this section will end from
 - a the date the property is sold or letor
 - b 90 days after **substantial completion** whichever is the earlier.

Where the property comprises of several units within one block then **2 a** will apply to each individual unit, but cover for the whole block will not exceed 90 days from **substantial completion** if parts of it are still unsold or not let.

The cover provided under **1** and **2** above will not exceed 12 months from the start date of the work.

Stock cover

We will cover **you** for **damage** to stock in connection with the **contract** anywhere within the **territorial limits** occurring during the **period of insurance**. The most **we** will pay for this additional cover is £5,000 in any one **period of insurance**.

Sub-contractors cover

If any **contract** awarded under a standard form of building contract is covered by this section and **damage** is caused to the **contract works** by any of the specified perils defined in the contract, it is agreed that if required by the sub-contract **we** will not pursue any rights of subrogation against sub-contractors directly engaged by the main contractor.

Provided that the sub-contractor observes, fulfils and is subject to the terms, exclusions and conditions of this **policy** as though they were **you**.

Transit cover

We will cover **you** for **damage** to the property insured whilst in transit within the **policy territories** but **we** will not cover

- 1 transit by sea or air
- 2 any mechanically propelled vehicle moving under its own power
- 3 **employees** personal items.

X What is not covered

Aircraft or aerial devices exclusion

We will not cover **you** for loss, destruction or damage caused by or occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds but **we** will cover subsequent **damage** which itself results from a cause covered by this section.

Cessation of cover exclusion

We will not cover **you** for loss, destruction or damage to any part of the **contract works**

- 1 after each part has been completed and delivered to the owner, tenant or occupier
- 2 after each part has been taken into use by the owner, tenant or occupier
- 3 if work on the **contract** site stops for a period in excess of 90 consecutive days unless cover is agreed by **us** in writing
- 4 where a certificate of completion has been issued other than where **damage** occurring during the **period of insurance**
 - a happens during the defects liability period specified in the contract and arising from a cause occurring prior to the start of the defects liability period
 - b is for materials or other property insured on the **contract** site for the purpose of carrying out remedial works during the defects liability period specified in the contract, and for which **you** are responsible under the terms of the contract during the defects liability period
 - c occurs within 14 days of the date the certificate of completion is issued and where **you** are required by the terms of the contract to provide cover.

Contract responsibilities exclusion

We will not cover **you** for loss, destruction or damage which **you** are not responsible for under the conditions of contract.

Date recognition exclusion

We will not cover **you** for loss, destruction or damage directly or indirectly caused by, contributed to or arising from the failure of equipment (including hardware and software) to correctly recognise any given date, to process data or to operate properly, due to failure to recognise any given date but **we** will cover subsequent **damage** which is covered by this section which results from a **defined peril** or theft or attempted theft provided that peril is covered by this section.

Deeds, money exclusion

We will not cover **you** for loss, destruction or damage to deeds, **money**, stamps, securities or documents of title, precious metals, precious stones or articles made from them.

Defective design material or workmanship exclusion

We will not cover **you** for loss, destruction or damage to or the cost necessary to replace, repair or rectify

- 1 property insured which is in a defective condition due to a defect in design, plan, specification, materials or workmanship of the property or any part of it
- 2 property insured lost or damaged to enable the replacement, repair or rectification of property insured excluded by **1** above.

These exclusions do not apply to other parts or items of the property insured which are free from defect but are damaged as a result of the defect.

The property insured will not be regarded as lost or damaged solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the property or any part of it.

Electronic risks exclusion

We will not cover **you** for any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- 1 damage to or the destruction of any **computer systems**; or
- 2 any alteration, modification, distortion, erasure or corruption of **data**

in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism or hacking or phishing or denial of service attack**.

We will cover subsequent **damage** which is covered by this section, which itself results from a **defined peril** covered by this section, except for damage caused by malicious persons other than thieves.

Excess exclusion

We will not cover **you** for the **excess** shown in **your** schedule for each and every claim in respect of

- 1 **damage** to **employees** personal items of each **employee**
- 2 **damage** by theft or malicious act
- 3 **damage** by **flood**
- 4 all other **damage**.

Existing property exclusion

We will not cover **you** for loss, destruction or damage to any existing property and/or structure including any existing property and/or structure being altered or repaired.

Hazardous works exclusion

We will not cover **you** for any **contract** involving

- 1 work within 10 metres of any river, lake, reservoir, dam or tidal water or within cofferdams or caissons or in the sea
- 2 structural work on bridges, viaducts, subways, tunnels or motorways
- 3 work on nuclear installations
- 4 any work where the depth of excavation exceeds 5 metres.

Normal upkeep exclusion

We will not cover **you** for the cost necessary for normal upkeep or making good.

Penalties under contract exclusion

We will not cover **you** for penalties under contract for delay, detention or loss of use or losses arising in connection with guarantees of performance or efficiency or any consequential loss or damage of any kind.

Plant or machinery breakdown exclusion

We will not cover **you** for loss, destruction or damage to any vehicle or item of plant or machinery caused by its own breakdown or its own explosion.

Pollution or contamination exclusion

We will not cover **you** for any loss, destruction or damage caused by pollution or contamination unless the damage is caused by

- 1 pollution or contamination which itself results from a **defined peril** provided that peril is covered by this section
- 2 any **defined peril** provided that peril is covered by this section, which itself results from pollution or contamination.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss directly or indirectly caused by or contributed to by or arising from

- 1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly.

Seeds and plant exclusion

We will not cover **you** for loss, destruction or damage to plants caused by non rooting, disease or the failure of seeds to germinate.

Terrorism and Northern Ireland exclusion

We will not cover **you** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

- 1 In England, Scotland, Wales, the Channel Islands and the Isle of Man
 - a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**
- 2 In Northern Ireland
 - a any act of **terrorism**, regardless of any other cause or event contributing

concurrently or in any other sequence to the loss

- b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**
- c riot, civil commotion and (except for damage or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

Theft of tools or equipment exclusion

We will not cover **you** for theft or attempted theft of tools or equipment from any unattended vehicle unless

- 1 all doors and windows and other points of access have been closed and securely locked and there are outward signs of forced entry to the vehicle
- and
- 2 the item is out of sight in a locked boot or locked area of a commercial vehicle.

Unexplained loss exclusion

We will not cover **you** for loss caused by or consisting of disappearance, unexplained or inventory shortage.

Vehicles exclusion

We will not cover **you** for loss, destruction or damage to any mechanically propelled vehicle intended for the transportation of persons, materials or plant and where insurance or security under the Road Traffic Act is necessary.

This exclusion does not apply to any vehicle primarily intended for use at **contract** sites or any vehicle used solely at **contract** sites and which is not licensed for road use.

War risks exclusion

We will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

Watercraft and aircraft exclusion

We will not cover **you** for loss, destruction or damage to any waterborne vessel or craft exceeding 8 metres in length or to any aircraft or aerial device.

Wear and tear, deterioration exclusion

We will not cover **you** for loss, destruction or damage caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, rust, wet or dry rot, contamination, vermin, insects, change in water table level or its own faulty or defective design or materials but this does not exclude subsequent **damage** which itself results from a cause not otherwise excluded.

Section conditions

These conditions of cover apply only to this section. **You** must comply with these conditions to have the full protection of **your policy**.

Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid, the amount of the difference will be referred to an arbitrator who is jointly appointed in accordance with the statutory requirements. **You** will not be able to take legal action against **us** over this disagreement until the arbitrators have made their award.

Contract price condition

Where the **contract price** for a **contract** is greater than the sum insured shown in **your** schedule **you** must advise **us** prior to the **contract** starting.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Contribution and average condition

If, at the time of the claim, there is any other policy covering the same property insured by this section, **we** will be liable only for **our** proportionate share.

If any other policy is subject to any average (under insurance) condition, this section will be subject to average in the same way as the other insurance policy.

If any other policy has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion that the sum insured bears to the value of the property insured.

Joint code of practice condition

For the purpose of this condition the words **joint code** whenever it appears shall mean the Fire Protection Association's Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation.

This condition will apply to

- 1 all **contracts** (other than civil engineering **contracts**) having an original **contract price** of £2,500,000 or more
- 2 smaller value **contracts** where these are part of a large contract meaning a contract where the original contract value is £20,000,000 or more
- 3 large timber framed structures of 4 or more storeys where the original **contract price** is £2,500,000 or more
- 4 high-rise construction sites meaning **contract** sites with **contract works** exceeding 30 metres in height from the ground
- 5 projects where the risk assessments have indicated significant potential for loss of life or property.

You undertake to comply with the latest version of the **joint code**. A copy of the **joint code** can be obtained from the website www.thefpa.co.uk.

We will have the right at all reasonable times to enter and inspect the site(s) of any **contract** for the purpose of checking whether the conditions of the **joint code** are being complied with by **you**.

If **we** become aware of that **you** are not complying with the conditions of the **joint code**, **we** may inform the employer and/or main contractor and/or **contract** site management of this and detail the actions that **you** must take and the period within which these must be completed.

If the main contractor and/or **contract** site management does not complete the actions within the specified period **we** may confirm this in writing to the employer and/or main contractor and/or **contract** site management and the first named party of the **policy** when this is not the main contractor and/or **contract** site management at their respective addresses provided by **you** at the start of cover. **We** will provide written confirmation by registered post, recorded delivery, facsimile transmission or by hand.

We may suspend or cancel all cover under this section from the date confirmed to **you** in writing, but this will not be less than 30 days from the date of receipt by both the employer and/or main contractor and/or **contract** site management. The cover may be reinstated from the date on which **we** are satisfied that the actions have been completed.

In the event that any other insurer requires **you** to take actions to comply with the **joint code** in respect of contracts insured by this section, **you** will advise **us** as soon as possible but not later than 48 hours after receiving the requirements from the insurer.

The reference to suspension or cancellation of all cover shall apply to the **contract** site detailed in writing to **you**.

In the event of cancellation of this section **we** will provide **you** with a pro rata proportion of premium for this section provided that there have been

- 1 no claims made under the section for which **we** have made a payment
 - 2 no claims made under the section which are still under consideration by **us**
 - 3 no incidents likely to give rise to a claim but are yet to be reported to **us**
- during the current **period of insurance**.

Police notification condition

You must immediately notify the police of any loss or **damage** by theft or attempted theft of any property covered by this section. **You** must take all reasonable steps for the discovery and punishment of the guilty person or persons and to trace and recover the property lost.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Reasonable precautions condition

You must take all reasonable precautions to safeguard the property insured and prevent **damage** including

- 1 any additional precautions necessary, as the result of partial or total cessation of work by **you** at any **contract** site
- 2 ensuring any moveable materials or plant are adequately secured when the **contract** site is unattended
- 3 securing structures that have reached **substantial completion** to prevent unauthorised access.

If **you** do not comply with this condition **you** may not be covered and **we** may not pay **your** claim.

Subrogation waiver condition

In the event of a claim under this section **we** agree to waive any rights, remedies or relief to which **we** might have become entitled by subrogation against

- 1 any company standing in relation of parent to subsidiary (subsidiary to parent) to **you**
- 2 any company which is a subsidiary of a parent company of which **you** are a subsidiary

in each case as defined by current law at the time of **damage**.

Personal accident section

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Meanings which apply to the Personal accident section

These meanings apply within **your** Personal accident section. If a word or phrase has a defined meaning it will be highlighted in bold print and will have the same meaning wherever it is used in this section. The meanings of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5.

Accident

A sudden, unexpected, unforeseen, specific event which occurs at an identifiable time and place during the **operative time**.

Death

Death occurring within two years of the **accident**.

Inception

The date that an **insured person** is first included in this insurance.

Injury

Identifiable physical injury caused by an **accident** (including sickness arising directly from, or medical or surgical treatment made necessary by the injury) which solely and independently of any other cause, results in the **death** or disablement of the **insured person** within 24 months of the date of the **accident**.

Insured person

- 1 **you**
- 2 any **employee** of **yours** under a contract of employment with **you**

aged between 16 and 70 years at **inception** of the **policy**.

Loss of limb

Permanent loss by physical separation of an entire hand or foot or permanent total and irrecoverable loss of use of a hand, arm, leg or foot.

Loss of sight, hearing or speech

Total and irrecoverable loss of

- 1 sight in one or both eyes
- 2 hearing
- 3 speech.

Medical expenses

The cost of medical, surgical or other remedial attention or treatment given or prescribed by a qualified medical practitioner and all hospital, nursing home and ambulance charges connected with a claim covered by this section.

Operative time

The time when the **insured person** is covered.

Permanent total disablement

Disablement which

- 1 entirely prevents the **insured person** from engaging in or attending to any business or occupation, to which they are reasonably suited by training, education or experience
- 2 lasts for more than 12 months from the date of the accident
- 3 is beyond hope of improvement.

Temporary partial disablement

Disablement which prevents the **insured person** from engaging in or attending to a substantial part of their usual business or occupation.

Temporary total disablement

Disablement which entirely prevents the **insured person** from engaging in or attending to their usual business or occupation.

Weekly wage or earnings

The average weekly wage of the **yearly earnings**.

Yearly earnings

The total wages or salaries (exclusive of all allowances) shown in **your** accounting system as having been paid to an **insured person** for the 52 weeks immediately preceding the date of **injury** and/or sickness, or if the period of employment is less than 52 weeks the weekly

average for that period will be used, multiplied by 52.

✓ What is covered

We will pay **you**, or in the event of **your death**, **your** personal representatives if, during the **period of insurance**, an **insured person**

- 1 sustains **injury**
- 2 incurs **medical expenses**

in accordance with the benefits table which is shown in **your policy** schedule.

Disappearance cover

If during the **period of insurance**, an **insured person** goes missing and sufficient evidence is produced to confirm that the **insured person** sustained an **injury** likely to have caused death, it will be presumed after six months that **death** has occurred. However, if the **insured person** is subsequently found to be alive, any amount already paid will be refunded to **us**.

Hi-jack, kidnap, unlawful detention cover

If at the **operative time** during the **period of insurance**, an **insured person** is subject to a hi-jack, kidnap, unlawful detention, **we** will pay £500 for each day, or any part of it, that the **insured person** is detained, up to a maximum period of 30 days for any one claim.

Maximum benefits

Benefit payable under this section arising from any one **accident** will not exceed the maximum benefit limit shown in **your** schedule.

If this amount is less than the amounts shown in **your** schedule that would otherwise be payable in total in respect of all **insured persons** involved in the same **accident**, the sum payable for each **insured person** will be reduced proportionally.

Payment of benefits

- 1 Benefit will not be payable under more than one of the items of the benefits table shown in **your** schedule as a result of one **accident**, except for any benefit payable for **temporary partial disablement** before or after **temporary total disablement**.

- 2 Weekly benefit specified in the benefits table shown in **your** schedule will be payable monthly in arrears.
- 3 Benefit for **loss of limb** or **loss of sight, hearing or speech**, will be payable as a lump sum after 12 months have elapsed.
- 4 Where any payment is made for weekly benefit, the amount will be deducted from any lump sum subsequently payable for the same **accident**.

X What is not covered

Armed forces exclusion

We will not cover claims in any way caused or contributed to, by the **insured person** engaging in or taking part in armed forces service or operations.

Chemical weapon exclusion

We will not cover claims in any way caused or contributed to by the actual or threatened malicious use of pathogenic or poisonous, biological or chemical materials.

Deliberate act exclusion

We will not cover claims in any way caused or contributed to, by the **insured person's** deliberate exposure to danger (except in an attempt to save human life).

Drugs exclusion

We will not cover claims in any way caused or contributed to, by the **insured person** being under the influence of alcohol, or drugs not prescribed by a qualified medical practitioner.

Flying exclusion

We will not cover claims in any way caused or contributed to, by the **insured person** engaging in flying of any kind other than as a passenger.

Pre-existing condition exclusion

We will not cover claims in any way caused or contributed to, by any existing defect or chronic or recurring disease or disorder, or other condition which the **insured person** has

1 sought advice, diagnosis, treatment or counselling

2 become aware, or should reasonably have been aware of

3 been treated for

in the 12 months immediately prior to **inception**.

Suicide and insanity exclusion

We will not cover claims in any way caused or contributed to, by the **insured person's** suicide, attempted suicide or intentional self-injury, or the **insured person** being in a state of insanity.

War risk exclusion

We will not cover claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, but this exclusion will not apply in the event of an **insured person** sustaining **injury** whilst on a journey outside their normal country of residence which started before the outbreak of war.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Change in circumstances condition

You must tell **us** as soon as **you** become aware of

1 any **injury**, disability or other condition where the **insured person** has become affected

2 any change to information previously given in connection with the occupation of an **insured person**.

We do not have to accept any request to change **your** cover.

If **we** accept any change to the cover, an increase in the premium or different terms or conditions of cover may be required by **us**.

Claims evidence condition

- 1 The **insured person** must as early as possible, seek the attention of a qualified medical practitioner in the event of **injury** which causes or may cause a claim and all certificates, information and evidence required by **us** in connection with that **injury** is to be provided at **your** or the **insured person's** expense
- 2 All medical records, notes and correspondence in connection with a claim or a related pre-existing condition must be made available on request to any medical adviser appointed by **us** and that medical adviser is to be allowed to make an examination of the **insured person** as often as necessary
- 3 In the case of **death** of the **insured person** **we** will be entitled to have a post mortem examination at **our** expense.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Directors' and officers' legal defence costs section

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Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your** Directors' and officers' legal defence costs section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your** policy, and not just this section, can be found on page 5.

Circumstance

Any verbal or written complaint made against **you** or an **insured person** that could give rise to a **claim**. This does not include any routine employee disciplinary action or employee dismissal.

Claim

Any written demand or civil, criminal, arbitration or regulatory proceeding first made against **you** or an **insured person** during the **period of insurance**:

- 1 seeking monetary damages
- 2 seeking a penalty or other legal action and alleging a **wrongful act**
- 3 alleging an employment practice wrongful act.

Crisis public relations costs

Costs incurred by the crisis public relations consultants following a **claim** and/or **investigation** to prevent, limit or reduce the actual or potential damage to **you** or any insured person's reputation from negative publicity or media attention.

Defence costs

Costs agreed with us, in writing, to:

- 1 investigate or defend or pursue any **claim**
- 2 fund an appeal against a ruling or judgement (including payment of an appeal bond).

Employed person

Anyone:

- 1 under a contract of service or apprenticeship with **you** or a worker as defined in Section 230 of The Employment Rights Act 1996
- 2 who is
 - a employed by **you** or for **you** on a labour only basis
 - b hired to **you** or borrowed by **you** from another employer
 - c a voluntary helper or someone taking part in a work experience or training scheme and under **your** control or supervision.

Employment practice claim

- 1 Any **claim** by any employed person for any actual or alleged:
 - a wrongful, unfair or constructive dismissal, discharge or termination of employment
 - b breach of written or implied contract
 - c employment related misrepresentation, wrongful denial of a career opportunity, failure to grant employment or negligent employee evaluation
 - d harassment, unlawful discrimination or failure to provide adequate employee procedures and policies
 - e retaliatory treatment
 - f defamation or invasion of privacy.
- 2 Any other **claim** happening only as a result of **you** employing any current, former or prospective employed person.

Employment practice wrongful act

- 1 Any actual or alleged act, conduct, error or omission carried out or attempted by **you**, an **insured person** or a third party where **you** are held to be legally responsible for any actual or alleged:
 - a wrongful, unfair or constructive dismissal, termination of employment
 - b breach of written or implied contract

- c employment related misrepresentation, wrongful denial of a career opportunity, failure to grant employment or negligent employee evaluation
- d harassment, unlawful discrimination or failure to provide adequate employee procedures and policies
- e retaliatory treatment
- f defamation or invasion of privacy.

Employment practice wrongful act does not include any internal disciplinary matter, grievance or appeal.

- 2 Any other **claim** happening only as a result of **you** employing any current, former or prospective employed person

Employment related benefits

Any payment to an **insured person** as well as normal salary including:

- 1 payments made or due (including options to purchase, acquire or sell) under a share option
- 2 pension scheme or other employee benefit program incentive or deferred salary.

Excess

The first amount of any **claim** or claims as detailed in **your policy** schedule for which **you** are responsible. The excess applies to loss crisis public relation costs, defence costs and investigation costs

Insured person

- 1 Any person who was, is, or during the **period of insurance** becomes a director trustee, partner, member or officer of **yours**.
- 2 Any natural person acting in the capacity as a director of **yours** (not including any administrator, liquidator, receiver or auditor).
- 3 Any shadow director as defined under United Kingdom law or similar legislation in any other country.
- 4 Any **employed person** of **yours**.

- 5 Any trustee of any pension or employee benefit scheme or trust fund operated or administered by **you**.
- 6 The lawful husband, wife, civil or unmarried partner of an **insured person** described in 1 to 5 above, only because of their relationship, following a **claim** against the **insured person**.
- 7 The estates, heirs or legal representatives of any **insured person** above who has died or become incapacitated, insolvent or bankrupt but only in relation to a **claim** against the **insured person**.

Manslaughter claim

Any court action brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Retaliatory treatment

Any actual or alleged action by **you** against an **employed person** as a result of the **employed person** using or trying to use their legal rights.

This includes but is not limited to their rights under employment discrimination statutes.

Safety legislation claim

Any court action alleging a breach of statutory duty under health and safety, consumer protection or food safety legislation.

Subsidiary

Any company where **you**

- 1 own more than 50% of the share capital
- 2 have a majority of the voting rights
- 3 have the right to appoint or remove a majority of the company's board of directors
- 4 control a majority of its voting rights under a written agreement with other shareholders or members.

If a company ceases to be a subsidiary cover will continue but only for a **claim** caused by a **wrongful act** carried out before it stopped being a **subsidiary**.

Wrongful act

Any actual or alleged act, error or omission carried out, proposed or attempted by an **insured person** during the performance of their duties but only in their role as **your** director, officer or **employed person** including:

- 1 breach of any duty, including fiduciary or statutory duty
- 2 breach of trust
- 3 negligence, negligent misstatement, misleading statement or negligent misrepresentation
- 4 defamation
- 5 wrongful trading as defined under United Kingdom law
- 6 breach of warranty or authority
- 7 any other act, error or omission attempted or allegedly carried out or attempted by an **insured person** only because of their position as a director, officer or employed person of **yours**.

Limit of cover

The most **we** will pay for any one **claim** including **defence costs** is the **limit of liability**.

Each **claim** will be treated as being made when **we** receive written notice of the **claim**.

✓ What is covered

Claims against an insured person cover

We will pay the **defence costs** incurred by any **insured person** caused by a **claim** for a **wrongful act**.

Company reimbursement cover

We will pay for the **defence costs** which **you** are legally allowed to pay on behalf of an **insured person** caused by a **claim** for a **wrongful act**.

Crisis public relations costs cover

We will pay **crisis public relations costs** for any **insured person** caused by a **claim** for a **wrongful act**.

Manslaughter claims cover

We will pay for the **defence costs** which **you** are legally allowed to pay on behalf of an **insured person** caused by a **manslaughter claim** against an **insured person** for a **wrongful act**.

Safety legislation claims cover

We will pay for the **defence costs** which **you** are legally allowed to pay on behalf of an **insured person** caused by a **safety legislation claim** (or similar legislation in any other jurisdiction) against an **insured person** for a **wrongful act**.

This extension only applies to **claims** caused by any **wrongful act** carried out or alleged before the date of the takeover or merger.

X What is not covered

Bodily injury or property damage exclusion

We will not cover any **claim, loss** or **investigation**:

- 1 for psychological or emotional distress other than an employment practice **claim**
- 2 for sickness, disease, bodily injury or death other than a **safety legislation claim** or **manslaughter claim**
- 3 caused the loss, damage or destruction of any tangible property including loss of use of that property.

Breach of professional duty exclusion

We will not cover any **claim**, caused by a breach of or failure to provide professional duties or services.

Deliberate or dishonest acts exclusion

We will not cover any **claim** caused by:

- 1 a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation carried out by any **insured person**
- 2 an act by any **insured person** intended to obtain or which does obtain a personal profit or advantage which was not legally theirs
- 3 an act intended to obtain or which does obtain a profit for any company other than **you** where an **insured person** is a director, officer or employee of that company.

Excess exclusion

We will not pay the **excess** detailed in **your policy** schedule

Insolvency exclusion

We will not cover any **claim, loss** or **investigation** caused by **your** insolvency as defined under the Insolvency Act 1986.

Major shareholder exclusion

We will not cover any **claim, loss** or **investigation** brought by any person or company owning more than 10% of **your** issued share capital.

Pension schemes exclusion

We will not cover any **claim, loss** or **investigation** caused by:

- 1 an insured person's operation or administration of any pension scheme
- 2 an insured person's breach of any legislation or regulation relating to any pension scheme.

Prior claims, investigations and circumstances exclusion

We will not cover any **claim**, or **circumstance** which **you** were aware of before the start of the **period of insurance**.

Prior litigation exclusion

We will not cover any **claim**, caused by any previous or known litigation or proceedings (including allegations from the same or essentially the same facts) involving an **insured person** or **you** started before the start of the **period of insurance**.

Related party claims in the United States of America exclusion

We will not cover any **claim**, caused by any **claim** brought by **you**, an **outside company** or an **insured person** within or subject to the laws of the United States of America.

This exclusion will not apply to:

- 1 **defence costs**
- 2 any shareholder derivative proceedings in **your** name without **your** or any **insured person's** solicitation, assistance or participation
- 3 any **claim** brought by **your** liquidator, receiver or administrative receiver or similar body
- 4 any **employment practices claim**
- 5 any **claim** made by a previously **insured person** of **yours**
- 6 any **claim** seeking a contribution or indemnity if that **claim** would be covered by this section if made against an **insured person**.

Specific United States of America legislation exclusion

We will not cover any **claim** caused by the following legislation in the United States of America:

- 1 any breach of the Racketeer Influenced and Corrupt Organizations Act 18 USC Sections 1961 et seq., any amendments to this Act or any rules or regulations made under it
- 2 any breach of the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, the rules or regulations of the Securities Exchange Commission under either or both Acts, similar securities laws or regulations of any state, or any laws of any state relating to any transaction caused by, involving or relating to the sale of securities
- 3 any breach of the Employment Retirement Income Security Act of 1974 as amended, or any rules or regulations made under it, or similar provisions of any federal, state or local law.

Section conditions

The **Policy** conditions all apply equally to each **insured person** and to **you** other than:

Fair presentation of risk condition

The **policy** condition, Fair presentation of risk condition on page 7 will only apply under this section to an **insured person** who had knowledge of a misstatement or omission before the **period of insurance** that could affect the terms and/or conditions of this **policy**.

In these circumstances **we** waive **our** right to cancel the **policy** on the grounds of non-disclosure, fair presentation or fraud.

Severability condition

All information which any **insured person** provided before **we** agreed to insure **you** will be considered as a separate application for each **insured person**.

The knowledge of or any statement made by any **insured person** will not be applied to any other **insured person** for the purposes of deciding whether cover is available for any **claim**.

Employment practices legal defence costs section

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Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within your Employment practices legal defence costs section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout your policy, and not just this section, can be found on page 5.

Circumstance

Any verbal or written complaint made against **you** or an **insured person** that could give rise to a **claim**. This does not include any routine employee disciplinary action or employee dismissal.

Claim

Any written demand or civil, criminal, arbitration or regulatory proceeding first made against **you** or an **insured person** during the **period of insurance**:

- 1 seeking monetary damages
- 2 seeking a penalty or other legal action and alleging a **wrongful act**
- 3 alleging an employment practice wrongful act.

Crisis public relations costs

Costs incurred by the crisis public relations consultants following a **claim** and/or **investigation** to prevent, limit or reduce the actual or potential damage to **you** or any insured person's reputation from negative publicity or media attention.

Defence costs

Costs agreed with us, in writing, to:

- 1 investigate or defend or pursue any **claim**
- 2 fund an appeal against a ruling or judgement (including payment of an appeal bond).

Employed person

Anyone:

- 1 under a contract of service or apprenticeship with **you** or a worker as defined in Section 230 of The Employment Rights Act 1996
- 2 who is
 - a employed by **you** or for **you** on a labour only basis
 - b hired to **you** or borrowed by **you** from another employer
 - c a voluntary helper or someone taking part in a work experience or training scheme and under **your** control or supervision.

Employment practice claim

- 1 Any **claim** by any employed person for any actual or alleged:
 - a wrongful, unfair or constructive dismissal, discharge or termination of employment
 - b breach of written or implied contract
 - c employment related misrepresentation, wrongful denial of a career opportunity, failure to grant employment or negligent employee evaluation
 - d harassment, unlawful discrimination or failure to provide adequate employee procedures and policies
 - e retaliatory treatment
 - f defamation or invasion of privacy.
- 2 Any other **claim** happening only as a result of **you** employing any current, former or prospective employed person.

Employment practice wrongful act

- 1 Any actual or alleged act, conduct, error or omission carried out or attempted by **you**, an **insured person** or a third party where **you** are held to be legally responsible for any actual or alleged:
 - a wrongful, unfair or constructive dismissal, termination of employment
 - b breach of written or implied contract

- c employment related misrepresentation, wrongful denial of a career opportunity, failure to grant employment or negligent employee evaluation
- d harassment, unlawful discrimination or failure to provide adequate employee procedures and policies
- e retaliatory treatment
- f defamation or invasion of privacy.

Employment practice wrongful act does not include any internal disciplinary matter, grievance or appeal.

- 2 Any other **claim** happening only as a result of **you** employing any current, former or prospective employed person

Employment related benefits

Any payment to an **insured person** as well as normal salary including:

- 1 payments made or due (including options to purchase, acquire or sell) under a share option
- 2 pension scheme or other employee benefit program incentive or deferred salary.

Excess

The first amount of any **claim** or claims as detailed in **your policy** schedule for which **you** are responsible. The excess applies to loss crisis public relation costs, defence costs and investigation costs

Insured person

- 1 Any person who was, is, or during the **period of insurance** becomes a director trustee, partner, member or officer of **yours**.
- 2 Any natural person acting in the capacity as a director of **yours** (not including any administrator, liquidator, receiver or auditor).
- 3 Any shadow director as defined under United Kingdom law or similar legislation in any other country.
- 4 Any **employed person** of **yours**.

- 5 Any trustee of any pension or employee benefit scheme or trust fund operated or administered by **you**.
- 6 The lawful husband, wife, civil or unmarried partner of an **insured person** described in 1 to 5 above, only because of their relationship, following a **claim** against the **insured person**.
- 7 The estates, heirs or legal representatives of any **insured person** above who has died or become incapacitated, insolvent or bankrupt but only in relation to a **claim** against the **insured person**.

Loss

Costs and expenses of any claimant and monetary regulatory penalties which **you** or an **insured person** becomes legally liable to pay and incurred with **our** prior written consent, to investigate or defend a **claim** against **you** or any **insured person** and this will include:

- 1 **defence costs** and investigation costs
- 2 awards of damages
- 3 pre and post judgement interest on a judgement or award covered by this section
- 4 settlements

But this will not include any civil or criminal fines or penalties or employment related benefits.

Manslaughter claim

Any court action brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Retaliatory treatment

Any actual or alleged action by **you** against an **employed person** as a result of the **employed person** using or trying to use their legal rights.

This includes but is not limited to their rights under employment discrimination statutes.

Safety legislation claim

Any court action alleging a breach of statutory duty under health and safety, consumer protection or food safety legislation.

Subsidiary

Any company where **you**

- 1 own more than 50% of the share capital
- 2 have a majority of the voting rights
- 3 have the right to appoint or remove a majority of the company's board of directors
- 4 control a majority of its voting rights under a written agreement with other shareholders or members.

If a company ceases to be a subsidiary cover will continue but only for a **claim** caused by a **wrongful act** carried out before it stopped being a **subsidiary**.

Wrongful act

Any actual or alleged act, error or omission carried out, proposed or attempted by an **insured person** during the performance of their duties but only in their role as **your** director, officer or **employed person** including:

- 1 breach of any duty, including fiduciary or statutory duty
- 2 breach of trust
- 3 negligence, negligent misstatement, misleading statement or negligent misrepresentation
- 4 defamation
- 5 wrongful trading as defined under United Kingdom law
- 6 breach of warranty or authority
- 7 any other act, error or omission attempted or allegedly carried out or attempted by an **insured person** only because of their position as a director, officer or employed person of **yours**.

Limit of cover

The most **we** will pay for any one **claim** including **defence costs** is the **limit of liability**.

Each **claim** will be treated as being made when **we** receive written notice of the **claim**.

✓ What is covered

Claims by employees cover

We will pay for **your** or any **insured person's loss** caused by a **claim** by an **employed person** alleging an **employment practice wrongful act**.

The **excess** will not apply to any **claim** brought only against an **insured person**.

X What is not covered

Bodily injury or property damage exclusion

We will not cover any **claim**, **loss** or **investigation**:

- 1 for psychological or emotional distress other than an employment practice **claim**
- 2 for sickness, disease, bodily injury or death other than a **safety legislation claim** or **manslaughter claim**
- 3 caused the loss, damage or destruction of any tangible property including loss of use of that property.

Breach of professional duty exclusion

We will not cover any **claim**, caused by a breach of or failure to provide professional duties or services.

Claims outside of the United Kingdom exclusion

We will not cover any **claim** made outside of the United Kingdom.

Collective bargaining agreements exclusion

We will not cover any **claim** caused by **your** failure to act in accordance with any collective bargaining agreement other than:

- 1 allegations of **retaliatory treatment**
- 2 **defence costs**.

Contractual payments exclusion

We will not cover any **claim** caused by **your** failure to pay any amount **you** must pay under contract to an **employed person**.

This includes but is not limited to:

- 1 payments for notice periods (contractual or statutory); or
- 2 any breach of any minimum wage requirements.

This exclusion does not apply to **defence costs** and/or **investigation costs**.

Excess exclusion

We will not pay the **excess** detailed in **your policy** schedule.

Failure to obtain advice exclusion

We will not cover any **claim** unless **you** have obtained and followed the advice of **rradar** legal for any matter that could lead to a **claim** under this section.

Insolvency exclusion

We will not cover any **claim**, loss or **investigation** caused by your insolvency as defined under the Insolvency Act 1986.

Legal requirements exclusion

We will not cover any **claim**, caused by **your** legal duties in relation to **your**:

- 1 health and safety requirements
- 2 payment of unemployment benefits
- 3 payment of social security benefits
- 4 payment of retirement benefits
- 5 payment of disability benefits.

This exclusion does not apply to **defence costs** for any **claim** caused by **retaliatory treatment**.

Major shareholder exclusion

We will not cover any **claim**, **loss** or **investigation** brought by any person or company owning more than 10% of your issued share capital.

Non-compensatory payments exclusion

We will not cover any **claim** caused by:

- 1 the failure to pay for anyone else's liability which **you** must legally take on under any contract or agreement. This does not apply to any **claim** that would have happened without such contract or agreement

- 2 any non-financial order
- 3 any amount for the costs of agreeing or refusing to agree with a court or other order for the reinstatement of an **employed person** other than basic salary from the original date of dismissal to the date of court or other order.

This exclusion does not apply to **defence costs**.

Pension rights exclusion

We will not cover any **claim** caused by:

- 1 any **employed person's** loss of any right or benefit under any pension scheme, private health insurance or other employee benefit scheme
- 2 the operation or administration of any pension or employee benefit scheme or trust fund
- 3 **your** breach of any legislation or regulation related to these activities.

This exclusion does not apply to **defence costs** and/or **investigation costs**.

Pension schemes exclusion

We will not cover any **claim**, **loss** or **investigation** caused by:

- 1 an insured person's operation or administration of any pension scheme
- 2 an insured person's breach of any legislation or regulation relating to any pension scheme.

Prior claims, investigations and circumstances exclusion

We will not cover any **claim**, or **circumstance** which **you** were aware of before the start of the **period of insurance**.

Prior litigation exclusion

We will not cover any **claim**, caused by any previous or known litigation or proceedings (including allegations from the same or essentially the same facts) involving an **insured person** or **you** started before the start of the **period of insurance**.

Prospects of success clause exclusion

We will not cover any claim, that in **our** opinion has less than a 51% chance of success.

Tax exclusion

We will not cover any **claim** caused by **your** failure to pay taxes. This exclusion does not apply to **defence costs**.

Trade Union membership exclusion

We will not cover any **claim** caused by membership or non-membership of any trade union or similar organisation other than:

- 1 allegations of **retaliatory treatment**
- 2 **defence costs**.

Section conditions

The **policy** conditions all apply equally to each **insured person** and to **you** other than:

Fair presentation of risk condition

The **policy** condition, Fair presentation of risk condition on page 7 will only apply under this section to an **insured person** who had knowledge of a misstatement or omission before the **period of insurance** that could affect the terms and/or conditions of this **policy**.

Severability condition

All information which any **insured person** provided before **we** agreed to insure **you** will be considered as a separate application for each **insured person**.

The knowledge of or any statement made by any **insured person** will not be applied to any other **insured person** for the purposes of deciding whether cover is available for any **claim**.

Company legal defence costs section

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Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your** Company legal defence costs section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your** policy, and not just this section, can be found on page 5.

Circumstance

Any verbal or written complaint made against **you** or an **insured person** that could give rise to a **claim**. This does not include any routine employee disciplinary action or employee dismissal.

Claim

Any written demand or civil, criminal, arbitration or regulatory proceeding first made against **you** or an **insured person** during the **period of insurance**:

- 1 seeking monetary damages
- 2 seeking a penalty or other legal action and alleging a **wrongful act**
- 3 alleging an employment practice wrongful act.

Crisis public relations costs

Costs incurred by the crisis public relations consultants following a **claim** and/or **investigation** to prevent, limit or reduce the actual or potential damage to **you** or any insured person's reputation from negative publicity or media attention.

Defence costs

Costs agreed with us, in writing, to:

- 1 investigate or defend or pursue any **claim**
- 2 fund an appeal against a ruling or judgement (including payment of an appeal bond).

Employed person

Anyone:

- 1 under a contract of service or apprenticeship with **you** or a worker as defined in Section 230 of The Employment Rights Act 1996
- 2 who is
 - a employed by **you** or for **you** on a labour only basis
 - b hired to **you** or borrowed by **you** from another employer
 - c a voluntary helper or someone taking part in a work experience or training scheme and under **your** control or supervision.

Employment practice claim

- 1 Any **claim** by any employed person for any actual or alleged:
 - a wrongful, unfair or constructive dismissal, discharge or termination of employment
 - b breach of written or implied contract
 - c employment related misrepresentation, wrongful denial of a career opportunity, failure to grant employment or negligent employee evaluation
 - d harassment, unlawful discrimination or failure to provide adequate employee procedures and policies
 - e retaliatory treatment
 - f defamation or invasion of privacy.
- 2 Any other **claim** happening only as a result of **you** employing any current, former or prospective employed person.

Employment practice wrongful act

- 1 Any actual or alleged act, conduct, error or omission carried out or attempted by **you**, an **insured person** or a third party where **you** are held to be legally responsible for any actual or alleged:
 - a wrongful, unfair or constructive dismissal, termination of employment
 - b breach of written or implied contract

- c employment related misrepresentation, wrongful denial of a career opportunity, failure to grant employment or negligent employee evaluation
- d harassment, unlawful discrimination or failure to provide adequate employee procedures and policies
- e retaliatory treatment
- f defamation or invasion of privacy.

Employment practice wrongful act does not include any internal disciplinary matter, grievance or appeal.

- 2 Any other **claim** happening only as a result of **you** employing any current, former or prospective employed person

Employment related benefits

Any payment to an **insured person** as well as normal salary including:

- 1 payments made or due (including options to purchase, acquire or sell) under a share option
- 2 pension scheme or other employee benefit program incentive or deferred salary.

Excess

The first amount of any **claim** or claims as detailed in **your** policy schedule for which **you** are responsible. The excess applies to loss crisis public relation costs, defence costs and investigation costs

Insured person

- 1 Any person who was, is, or during the **period of insurance** becomes a director trustee, partner, member or officer of **yours**.
- 2 Any natural person acting in the capacity as a director of **yours** (not including any administrator, liquidator, receiver or auditor).
- 3 Any shadow director as defined under United Kingdom law or similar legislation in any other country.
- 4 Any **employed person** of **yours**.

- 5 Any trustee of any pension or employee benefit scheme or trust fund operated or administered by **you**.
- 6 The lawful husband, wife, civil or unmarried partner of an **insured person** described in 1 to 5 above, only because of their relationship, following a **claim** against the **insured person**.
- 7 The estates, heirs or legal representatives of any **insured person** above who has died or become incapacitated, insolvent or bankrupt but only in relation to a **claim** against the **insured person**.

Manslaughter claim

Any court action brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Retaliatory treatment

Any actual or alleged action by **you** against an **employed person** as a result of the **employed person** using or trying to use their legal rights.

This includes but is not limited to their rights under employment discrimination statutes.

Safety legislation claim

Any court action alleging a breach of statutory duty under health and safety, consumer protection or food safety legislation.

Subsidiary

Any company where **you**

- 1 own more than 50% of the share capital
- 2 have a majority of the voting rights
- 3 have the right to appoint or remove a majority of the company's board of directors
- 4 control a majority of its voting rights under a written agreement with other shareholders or members.

If a company ceases to be a subsidiary cover will continue but only for a **claim** caused by a **wrongful act** carried out before it stopped being a **subsidiary**.

Tax Investigation

- 1 full enquiry by H M Revenue and customs
- 2 aspect enquiry by H M Revenue and customs
- 3 a challenge following a compliance review by HM Revenue and customs regarding PAYE regulations
- 4 an appeal to a VAT or Duties Tribunal.

Tax Investigation will not include:

- a any defence costs incurred in connection with the normal completion of Tax or VAT returns
- b any Tax avoidance scheme
- c any criminal prosecution.

Wrongful act

Any actual or alleged act, error or omission carried out, proposed or attempted by **you** including:

- 1 breach of any duty, including fiduciary or statutory duty
- 2 breach of trust
- 3 negligence, negligent misstatement, misleading statement or negligent misrepresentation
- 4 defamation
- 5 wrongful trading as defined under United Kingdom law
- 6 breach of warranty or authority.

Limit of cover

The most **we** will pay for any one **claim** including **defence costs** is the **limit of liability**.

Each **claim** will be treated as being made when **we** receive written notice of the **claim**.

✓ What is covered

Contractual disputes and debt recovery cover cover

rradar will negotiate **your** legal rights in a contractual dispute entered into by **you** or on **your** behalf for the purchase, hire, sale or provision of goods, services or the lease, licence or tenancy of land or buildings:

Provided that:

- 1 The amount in dispute/debt exceeds £250
- 2 If the amount in dispute/due is payable by instalments, the total amount of instalments due at the time of making the **claim** exceeds £250
- 3 If the dispute relates to money owed to **you**, a **claim** is notified to **rradar** within 90 days of the money becoming due and payable

This cover shall not include:

any **claim** relating to:

- a settlement payable under an insurance policy, loan, mortgage, pension, investment or borrowing
- b any dispute arising from the renewal of a lease or tenancy agreement or rent review

Criminal prosecution cover

We will pay **your defence costs** for any criminal **claim** against **you**.

Data protection cover

We will pay **your defence costs** for a civil **claim** made against **you** for compensation under Section 13 of the 1998 Data Protection Act.

Jury service cover

We will pay **you** at the rate of £100 per day for each **insured person's** attendance at court for jury service provided such costs are not recoverable from the court. The most **we** will pay under this cover is £1,000 any one **claim**.

Cover only applies to jury service first requested during the **period of insurance**.

Personal injury damages recovery cover

We will pay **your defence costs** in pursuit of **your** legal rights for damages for death or bodily injury to any **insured person**. This does not include any actual or alleged clinical negligence or illness or naturally occurring condition.

Safety legislation claims cover

We will pay for **your defence costs** caused by a **safety legislation claim** caused by any **claim** made against **you** for a **wrongful act**.

Statutory licence cover

We will pay for **your defence costs** for any appeal to the relevant statutory or regulatory licence authority, court or other legally empowered body following the suspension, revoking, altering or refusal to renew **your** licence to trade.

Tax Protection cover

We will pay **your defence costs** for any **Tax investigation**.

Trespass, nuisance, person removal and property dispute cover

We will pay for **your defence costs** in any dispute relating to **your** property (other than with **your** tenants), arising from nuisance, the need to remove any trespassing persons or physical damage to **your** property.

Wrongful arrest and malicious prosecution cover

Other than any **claim** from any **insured person**, **we** will pay **your defence costs** for a **claim** against **you** for wrongful arrest or malicious prosecution.

X What is not covered

Bodily injury or property damage exclusion

We will not cover any **claim**, **loss** or **investigation**:

- 1 for psychological or emotional distress other than an employment practice **claim**
- 2 for sickness, disease, bodily injury or death other than a **safety legislation claim** or **manslaughter claim**
- 3 caused the loss, damage or destruction of any tangible property including loss of use of that property.

Breach of professional duty exclusion

We will not cover any **claim**, caused by a breach of or failure to provide professional duties or services.

Claims outside of the policy territories exclusion

We will not cover any **loss** or **investigation** caused by any **claim** outside the **policy territories**.

Deliberate or dishonest acts exclusion

We will not cover any **claim**, **loss** or **investigation** caused by:

- 1 a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation carried out by any **insured person** acting for **you**

This exclusion does not apply to any regulatory self reporting.

- 2 an act by any **insured person** intended to obtain or which does obtain a personal profit or advantage which was not legally theirs other than a **claim** under the Employee dishonesty cover or Third party electronic funds transfer cover
- 3 an act intended to obtain or which does obtain a profit for any company other than **you** where an **insured person** is a director, officer or employee of that company.

Employment exclusion

We will not cover any **claim**, **loss** or **investigation** caused by any **employment practice claim**.

Excess exclusion

We will not pay the **excess** detailed in **your** policy schedule.

Insolvency exclusion

We will not cover any **claim**, **loss** or **investigation** caused by **your** insolvency as defined under the Insolvency Act 1986.

Major shareholder exclusion

We will not cover any **claim**, **loss** or **investigation** brought by any person or company owning more than 10% of **your** issued share capital.

Pension schemes exclusion

We will not cover any **claim**, **loss** or **investigation** caused by:

- 1 an insured person's operation or administration of any pension scheme
- 2 an insured person's breach of any legislation or regulation relating to any pension scheme.

Prior claims, investigations and circumstances exclusion

We will not cover any **claim**, or **circumstance** which **you** were aware of before the start of the **period of insurance**.

Prior litigation exclusion

We will not cover any **claim**, caused by any previous or known litigation or proceedings (including allegations from the same or essentially the same facts) involving an **insured person** or **you** started before the start of the **period of insurance**.

Products liability exclusion

We will not cover any **claim**, **loss** or **investigation** caused by the sale, manufacture, installation or supply of any of **your products**.

Prospects of success exclusion

We will not cover any **claim**, that in **our** opinion has a less than 51% prospect of success.

Terrorism section

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Your schedule will show if this section is covered

Meanings of defined terms

These meanings apply within **your** Terrorism section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found on page 5 of the General introduction section of **your policy**.

Business interruption

Loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** as a result of **damage** to property used by **you** at the **premises** for the purpose of the **business**.

Computer systems

Computer or other equipment or component or system or item which processes stores transmits or receives **data**.

Damage

Accidental loss, destruction or damage.

Data

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

Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or

network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

Hacking

Unauthorised access to any **computer systems** whether **your** property or not.

Phishing

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

Premises

The premises shown in **your** schedule.

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 Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

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 meaning 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.

✓ What is covered

The cover provided under the Sections applicable as shown in the Terrorism section of **your** schedule is extended to include **damage** to the property insured or **business interruption** where covered caused by happening through or as a result of **terrorism**.

Where the Property damage section is shown as being applicable under the Terrorism section of **your policy** and Goods in transit cover is shown as being insured on **your** schedule this section is extended to include **damage** to property insured under the Goods in transit section for losses caused by **terrorism**.

All losses arising within 72 hours caused by **terrorism** during the **period of insurance** will be treated as one loss and **you** can decide when the 72 hour period starts as covered by this section, provided that all **damage** occurs within the **period of insurance** and that no two periods overlap.

X What is not covered

Electronic risks exclusion

We will not cover any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- 1 damage to or the destruction of any **computer systems**
- 2 any alteration, modification, distortion, erasure or corruption of **data**

in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

But this exclusion will not apply where the loss

- A) results directly from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea going or water going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such a vessel or vehicle, destruction of, damage to or movement of

buildings or structures, plant or machinery other than any **computer systems**;

and

B) comprises

- (a)** the cost of reinstatement, replacement or repair in respect of **damage** to or destruction of property insured by **you** and/or
- (b)** **business interruption** suffered directly by **you** as a direct result of either **damage** or destruction to property used by **you** at a location covered by this **policy** or as a direct result of denial, prevention or hindrance of access to a location where property used by **you** is covered by this **policy** as a result of **damage** caused by **terrorism** to property which is within one mile of the location.

However, under **A)** and **B)** above **we** will not cover **you** for any losses caused by **terrorism** where the organisation involved 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.

Subject only to the proviso set out in **C)** below, the following property is specifically excluded from the cover provided under **A)** and **B)** above

- (i)** money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any financial instrument of any sort whatever

and

(ii) data

C) However, in circumstances where loss otherwise falling within this section results indirectly from any alteration, modification, distortion, erasure or corruption of **data** because the occurrence of a peril or perils detailed under **A)** above results from any alteration, modification, distortion, erasure or corruption of **data** then notwithstanding **(ii)** above, such loss shall nonetheless be covered.

Excluded property exclusion

We will not cover **you** for any losses directly or indirectly caused by or resulting from loss, destruction or damage to any

- 1 property located outside England, Wales and Scotland and property in the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987
- 2 nuclear installation or nuclear reactor
- 3 property which is specifically excluded elsewhere in this **policy**.

Motor exclusion

We will not cover **you** for

- 1 any property covered by a motor policy other than a motor trade policy
- 2 property covered under a road risks section of a motor trade policy.

Other insurances exclusion

We will not cover **you** for any property which is insured by or would but for the existence of this section, be insured by any form of transit, aviation or marine policy.

War risks exclusion

We will not cover any claims caused by or happening through riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Section conditions

These conditions of cover apply only to this section.

You must comply with the following conditions to have the full protection of **your policy**.

Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Limitation of liability condition

Our liability for all losses from any one event and in total in any one **period of insurance** will not exceed

- 1 the total sums insured, or
- 2 for each item its individual sum insured, or
- 3 any other limit of liability

whichever is the less as stated within the Sections applicable shown in the Terrorism section of **your** schedule.

Proof of cover condition

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, costs or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

This document is available in other formats.

If you would like a Braille, large print or audio version, please contact your insurance adviser.

www.axa.co.uk

ACLD1244P-B (05/19) (264599)

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Registered in England and Wales number 0837227.
Registered Office: Hillside Court, Bowling Hill, Chipping Sodbury, BS37 6JX.



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