



# Chiroprapist policy wording

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Thank you for choosing Allianz Insurance plc. We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Insurance plc, you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you. You can trust us to insure your business, as we've been providing leading insurance solutions in the UK for over 100 years.

We work in partnership with your insurance adviser to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs we will provide you with the most appropriate solutions to get your business trading again as quickly as possible.



**IMPORTANT**  
Should you need further details or have any questions your insurance adviser will be delighted to help.

This document provides details of your Policy and the terms and conditions that apply. Please read it carefully and keep it in a safe place.

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## THE COVER PROVIDED

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# Introduction

Your Chiroprapist Policy is made up of several parts which must be read together as they form your contract of insurance with the Insurer. Please take time to read all parts of the Policy to make sure they meet and continue to meet your needs and that you understand the terms, exclusions and conditions. If you wish to change anything or if there is anything you do not understand, please let your insurance adviser know.

The parts of the Policy are:

- the Statement of Fact
- the Schedule, which confirms the Sections of cover that are insured and includes any additional clauses applied to the Policy
  - this Policy Wording which contains:
  - this Introduction; the Insuring Clause; the Policy Definitions, the Policy Exclusions and the Policy Conditions, all of which apply to all Sections of the Policy
- the Sections of cover provided, including the Section Definitions, Extensions, Conditions and Exclusions.

**Any section stated to be 'Not Insured' in the Schedule is not covered.**

Any word or expression in the Policy which has a specific meaning has the same meaning wherever it appears in the Policy, unless stated otherwise.

## Changes to your circumstances

Please tell your insurance adviser as soon as reasonably possible if there are any changes to your circumstances which could affect your insurance.

Please refer to Policy Condition 16 (Change of Risk).

If your circumstances change and you do not tell your insurance adviser, you may find that you are not covered if you need to claim.

## Financial Services Compensation Scheme

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

The Insured may be entitled to compensation from the FSCS if the Insurer is unable to meet their liabilities. Further information about compensation scheme arrangements is available at [fscs.org.uk](https://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on **0800 678 1100** or **0207 741 4100**.

# How to Make a Claim

If you need to claim, your dedicated claims team will help and guide you through the process.

You can notify us of a claim by:

Telephone: Property Claims: **0344 412 9988**  
 Liability Claims: **0344 893 9500**

**Our claims advisors are available 9am to 5pm Monday to Friday, outside of these hours you will be given the option to access our Emergency Assistance Service.**

Online:

To notify Allianz of a claim online, or for guidance on what information Allianz will need to make the claim process as quick and as easy as possible, please visit [allianz.co.uk/claims](https://allianz.co.uk/claims).

Post: Allianz Claims  
 PO Box 10509  
 51 Saffron Road  
 Wigston  
 LE18 9FP

If you have a Commercial Legal Expenses claim you can notify Allianz Legal Protection by contacting the Lawphone Legal Advice Helpline on **0344 873 0845** quoting the five digit Master Policy Reference shown in the Commercial Legal Expenses Section in the policy schedule.

**Lines are open 24 hours a day, 7 days a week.**

Post: The Claims Department  
 Allianz Legal Protection  
 Allianz-ALP  
 PO Box 10623  
 Wigston LE18 9HJ

Please try to notify Allianz of a claim promptly after the incident, or immediately in the event of a serious accident, loss or damage.

## Claims details

Please have the following information available, where possible, when making a claim:

### Property claims

- Your contact information, including address, email address and telephone numbers
- Policy type and policy number
- Date the loss occurred
- Location and description of the loss
- Your VAT status

### Injury claims

- Your contact information, including address, email address and telephone numbers
- Policy type and policy number
- Date the loss occurred
- Name and address of injured party
- Description of the injury, where and how it occurred

### Commercial Legal Expenses claims

- Your contact information, including address, email address and telephone numbers
- Master Policy Reference shown in the policy schedule
- Brief summary of the problem

## What to expect when making a claim

We aim to deal with your claim promptly and fairly. We will update you on the progress of your claim by email, mail or by phone – whichever you prefer.

Depending on the type of claim and value involved, we may:

- ask you for additional information
- appoint an independent loss adjuster to deal with your claim (loss adjusters are claims specialists who investigate large or complex claims, usually at the scene of an incident, to establish the cause of the loss and assist the insurer in dealing with your claim)
- arrange for a member of our claims team to visit you.

# How to Make a Claim continued

## Commercial Legal Expenses

In addition to the above, the following will apply to enable Allianz Legal Protection to deal with a claim under the Commercial Legal Expenses Section:

- we will forward you a claim form for you to complete and sign
- we will require a copy of your policy schedule
- legal expenses are only covered from the time we have accepted the claim and appointed the legal representative in your name and on your behalf. You must not appoint a legal representative. If you have already seen a solicitor before we have accepted your claim, we will not pay any fees or other expenses that you have incurred.

## Helpful advice when making a claim

Your insurance policy comes with a number of great features to help keep your business up and running. These additional features do not come with standard policies and have been designed especially for small businesses in mind.

## Keeping your business up and running

- In the event of an emergency, we will send out a repairer to make your premises secure within 24 hours – even during the night.
- You should carry out any emergency action to protect your property from further damage (e.g. turning off main services) or to make it waterproof or secure. If emergency work has been completed on your own authority please contact us before permanent repairs begin.
- We will be pleased to provide advice and assistance to find the right person or organisation to help you. We have a nationwide network of quality trade people on call to get you up and running. For large incidents, we will usually assign a loss adjuster who will manage your repairs and has the authority to authorise repairs up to £50,000.

- Please do not dispose of damaged items before we have had the opportunity to inspect them.
- You should report to the Police any loss or damage from theft, arson, malicious damage, or riot or civil commotion and obtain a crime reference number from them.
- If you do incur any charges, please retain the bills as these may form part of your claim.

You should comply with the requirements for claim notification contained in the Policy Conditions, which detail your obligations and our rights in the event of a claim. If you are in any doubt please contact us.

## Employees

We understand how important your employees are to your business. This is why, in the unfortunate event of serious injury to your employees which is as a result of your negligence, we provide a medically trained rehabilitation team to work with your employees, getting them back to health and back to work as quickly as possible.

If an employee or someone else is holding you responsible for injury to them or for damage to their property then you should tell us promptly and send any letters, writs or summons to us unanswered.

Please ensure that your responsibility for injury to someone or damage to their property is not discussed with or admitted to anyone else.

## Following a claim

After a claim, it may be helpful for you to review your insurance risks and how well your business is managing them. Allianz Risk Management allows you to identify and manage the risks that are most pertinent to your business. The range of tools and templates available online make risk management quick and easy. Allianz Risk Management can be accessed at [allianz.co.uk/risk-management](https://allianz.co.uk/risk-management).

# Complaints Procedure

Our aim is to get it right, first time every time. If you have a complaint we will try to resolve it straight away but if we are unable to we will confirm we have received your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

If we have not resolved the situation within eight weeks we will issue you with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

If you have a complaint, please contact our Allianz Complaints Team at:

Allianz Complaints Team  
Allianz Insurance plc  
57 Ladymead  
Guildford  
Surrey  
GU1 1DB

Telephone number: **01483 552438**  
Fax Number: **01483 790538**  
Email: [commercialcomplaints@allianz.co.uk](mailto:commercialcomplaints@allianz.co.uk)

**You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.**

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Website: [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)  
Telephone: **0800 023 4567** or **0300 123 9123**  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Using our complaints procedure or contacting the FOS does not affect your legal rights.

# Insuring Clause

In consideration of payment of the premium the Insurer will indemnify or otherwise compensate the Insured against loss, destruction, damage, injury, liability or dispute (as described in and subject to the terms, conditions, limits and exclusions of this Policy or any Section of it) occurring or arising in connection with the Business during the Period of Insurance or any subsequent period for which the Insurer agrees to accept a renewal premium.

For Allianz Insurance plc

A handwritten signature in black ink, appearing to read 'Nadia Côté', with a stylized flourish at the end.

**Nadia Côté**  
Commercial Managing Director UK

# Policy Definitions

The following definitions apply to this Policy (unless amended by Section Definitions) and are denoted by a capital first letter throughout this Policy.

## Building/Buildings

The buildings at the Premises including:

- fixed glass, fixed sanitaryware and walls, gates and fences in, on or pertaining to the buildings
- telephone, gas, water and electric instruments, meters, piping, cabling and the like and their accessories in, on or pertaining to the buildings including such property in adjoining yards or roadways or underground at the Premises and extending to the public mains
- fuel tanks and their piping, ducting, cables, wires and associated control gears and accessories extending to the public mains
- small outside buildings, annexes, gangways, conveniences and other small structures at the Premises
- roads, car parks, yards, paved areas, hard-surfaced areas, pavements and footpaths at the Premises.

## Business

The business description stated in the Schedule.

## Damage/Damaged

Loss or destruction of or damage.

## Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form which is (or is capable of being) used, accessed, processed, transmitted or stored by Data Processing Media.

## Data Processing Media

Tangible property on which Data can be stored but not the Data itself.

## Excess

First part of each and every claim, for which the Insured is responsible.

## Insured

The insured named and shown in the Schedule.

## Insurer

Allianz Insurance plc.

## Landlord's Fixtures and Fittings

Fixtures and fittings in, or on, the Premises which belong to the landlord, including communal television and radio receiving aerials, satellite dishes and related fittings on or in residential Premises.

## Period of Insurance

The period from the Effective Date to the Renewal Date as shown in the Schedule.

## Policy

The document described in the Introduction.

## Premises

Address as stated in the Schedule.

## Property/Property Insured

Buildings, contents, Landlord's Fixtures and Fittings, Tenants' Improvements, stock and other items shown and/or described in the Schedule.

## Schedule

The part of this Policy that details information forming part of this contract and that shows the Sections of this Policy selected.

## Section/Sections

The parts of this Policy that detail the insurance cover provided for each individual section of this Policy.

## Sum Insured

The maximum amount the Insurer will pay for each item insured under any Section.

## Tenants' Improvements

Permanent alterations or additions made to the Building/Buildings by either the landlord or tenant which are not moveable, including interior decorations.

## Total Sum Insured

The total amount payable by the Insurer under any Section.

## Unoccupied

Any Building or part of any Building which is empty or not in use by the Insured or any tenant of the Insured for more than 30 consecutive days.



# Policy Conditions

Applicable unless stated to the contrary under the Conditions in the Sections.

## 1 Premium

The premium is to be paid on request.

## 2 Precautions

The Insured shall keep the Property Insured secure and in a good state of repair, take all reasonable precautions to prevent accidents, injury and Damage, and take all reasonable steps to observe and comply with all statutory or Local Authority laws, obligations and requirements.

## 3 Minimum Level of Security

This insurance has been granted subject to Security Level 1 or Security Level 2 as detailed in the Schedule.

It is a condition precedent to liability that the following requirement, including any alarm requirement where specified by the security level detailed in the Policy Schedule, are met within 30 days of the inception or amendment of the Policy. For the purposes of this condition, amendment shall mean any alteration to the Policy which results in a change to the required security at an existing Premises, or a the application of a new security requirement following the addition of a new Premises to the Policy. Any alternative method of securing the Premises must be agreed in writing by the Insurer.

The Insured must ensure that these measures are in place, in operation and in full working order whenever the Premises are closed for business or left unattended.

### Security Level 1

The cover provided is subject to the following minimum standards of security:

#### Doors

Depending on which of the following door types are present, the following requirements apply to all external doors or internal doors which lead to another part of the Building which the Insured do not occupy;

- a **UPVC or, Aluminium or plastic framed glazed doors** – a multi-point lock which, where installed after 30/06/2011, conforms to PAS3621 (including amendments) or a cylinder operated mortise deadlock. For double doors, the first closing section must have integral or surface mounted bolts which shoot into the frame at the top and the floor at the bottom of the door. The final closing section must have a cylinder operated mortise deadlock.
- b **Armoured plate glass doors** – door manufacturer's integral locks.
- c **Other single leaf doors** – provided the door thickness is a minimum of 44mm a mortise deadlock to BS 3621 (including amendments) and a boxed steel striking plate at least 175mm long should be fitted. If the door thickness is less than 44mm secure with a deadlocking rim lock to BS 3621 (including amendments). The Insured must put either of these into the deadlock position when the Premises are closed for business or unattended.
- d **Double-leaf doors** – secure the final closing section with a lock as explained in c above and secure the first closing section with bolts at least 175mm long and having a minimum throw of 20mm, which shoot into the frame at the top and the floor at the bottom of the door. Or, fit one section with bolts at the top and bottom (as explained above) and both parts of the door with a padlock and locking bar. If the locking bar is on the outside of the door, it must be used with a padlock conforming to BS EN 12320 (including amendments) Security Grade 5. If the locking bar is internal, it must be used with a padlock conforming to BS EN 12320 (including amendments) Security Grade 4. The padlock bar must be of similar strength to the padlock and designed to be used specifically with the padlock, in both cases the padlock bar must be secured to the door with coach bolts.
- e **Fire exit doors** – the relevant enforcing authority must approve any locks on these doors. The Insurer must approve any locks or other method of security the Insured agrees following a discussion with the enforcing authority.

## Policy Conditions continued

- f Folding doors** – secure alternate folding sections with bolts at top and bottom, as described in **d** above. Dependent upon its construction, the last section must be secured with a lock as explained in **c** above or with a coach bolted locking bar and padlock as explained in **d** above.
- g Sliding doors** – coach-bolted locking bar and padlock secured as described in **d** above, or a deadlock with a hook bolt which conforms to BS 3621 (including amendments).
- h Wicket Gates** – dependent upon its construction (see **a**, **b** or **c** above) a mortise deadlock or deadlocking cylinder rim-latch to BS 3621 (including amendments) or locking bar and padlock as in **d** above.
- i Roller Shutters** – For electrically operated roller shutters, the Insurer requires the fitting of a key operated isolation switch to the electricity supply to the controls. If this is not fitted then one of the measures for manually operated roller shutters shown below must be installed.

Where the operating controls for electrically operated roller shutters are external to the Premises, these are to be secured within a welded steel housing of at least 3mm thickness with a door or coverplate secured with a padlock conforming to BS EN 12320 CEN Security Grade 4 (including amendments). The housing is to be so secured when the Premises are closed for business or unattended.

The Insurer requires one of the following for manually operated roller shutters:

- key operated “pinson” or “bullet” locks into each guide rail fitted as close to the bottom of the door as possible
- secure the chain of the door to the wall bracket by an open shackle padlock conforming to BS EN 12320 Security Grade 4 (including amendments)
- A bolt fitted to the shutter door internally with the bolt engaging into the door runner and padlocked into position using a padlock conforming to BS EN 12320 Security Grade 4 (including amendments).

### Windows

All opening windows in external walls at ground floor and basement levels and any windows, fanlights and skylights in accessible positions i.e. from a flat roof or fire escape on upper levels to have key operated window locks.

Louvred windows to be replaced with either fixed glass, or a normal opening window which can be secured with a window lock used with a key.

### Keys

All keys must be removed from locks and kept in a secure place or removed from the Premises. Keys to safes must be removed from the Premises, or if the Insured lives on the Premises, they must be removed to a secure place in the residential part of the Premises.

### Computer equipment

Unless agreed otherwise in writing the Insurer will require the Insured to fit encasement or entrapment equipment to computers with an individual value of £5,000 and above.

### Security Level 2

As Security Level 1 except:

### Windows

All windows in external walls at ground floor and basement levels and any windows, fanlights and skylights in accessible positions i.e. from a flat roof or fire escape on upper levels to have:

Either:

Security bar frames made from solid steel bars (not tubes). The bars must be at least 19mm in diameter and not more than 125mm apart between centres. The bars must pass through (or be welded to) tie bars of flat steel every 600mm. The tie bars must be at least 6mm thick and 40mm wide.

## Policy Conditions continued

The tie bars must be secured to the wall or roof surrounding the window fanlight or skylight at a minimum of 4 points by expansion bolts (such as 'Rawlbolts') of at least M8 size which penetrate the masonry or brickwork by at least 60mm and set back at least 50mm from the internal or external face of the wall. If the bars are fixed externally the heads of the bolts must be welded to the tie bars to prevent them being undone.

Or:

Fixed or collapsible security grilles approved to LPS 1175 Specification for testing and classifying the burglary resistance of building components, strong points and security enclosures.

Or:

Roller shutters conforming to LPS1175 (including amendments).

### 4 Intruder alarm

It is a condition precedent to liability that where the Premises or part of the Premises are protected by an Intruder Alarm Installation as specified by the Security Level detailed in the Schedule:

- a** such Intruder Alarm Installation:
  - i** must not be altered or amended in any way unless such amendment or alteration has been approved in writing by the Insurer
  - ii** must be maintained under contract by a company approved by a UKAS accredited inspectorate (i.e. NSI or SSAIB) or as otherwise approved in writing by the Insurer
- b** all keys, digital keys, or any other device used to either fully or partially set or unset the intruder alarm are to be removed from the premises whenever the premises are left unattended
- c** the Insured must:
  - i** maintain the secrecy of codes for the operation of the Intruder Alarm Installation and no details of such codes shall be left on the Premises when the Premises are unattended
  - ii** where a remote signalling alarm is required, immediately notify the Insurer upon receipt of any communication giving notice that the level of response to the Intruder Alarm Installation, has been or will be reduced
  - iii** appoint at least 2 keyholders and where a remote signalling alarm is required, lodge written details (which must be kept up to date) with the alarm company and the alarm receiving centre
- d** in the event of notification of:
  - i** any alarm fault
  - ii** activation of the Intruder Alarm Installation
  - iii** interruption of the means to transmit or receive signals to or from the Intruder Alarm Installation during any period that the Intruder Alarm Installation is set

a keyholder must attend the Premises as soon as possible
- e** the Premises must not be left without at least one Responsible Person in attendance without the agreement of the Insurer:
  - i** unless the Intruder Alarm Installation is set in its entirety and with the means to transmit or receive signals (including the signalling path or paths) in full and effective operation
  - ii** where the police have withdrawn their response to:
    - 1** an alarm activation (where the Intruder Alarm Installation does not include confirmed alarm activation technology)
    - 2** a confirmed alarm activation where the Intruder Alarm Installation includes confirmed alarm activation technology.

## Policy Conditions continued

For the purposes of this condition the following definitions apply:

'Intruder Alarm Installation' shall include all the components detailed in the alarm and include the devices used to transmit or receive signals.

'Keyholder' shall mean the Insured or any person or keyholding company authorised by the Insured who:

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

'Responsible Person' shall mean a person authorised by the Insured to be responsible for the security of the Premises.

### 5 Change of Risk

The Insured must notify the Insurer as soon as possible if during the Period of Insurance there is any alteration:

- a** in or to the Business;
- b** to or at the Premises;
- c** to the facts or matters set out in the Statement of Fact or otherwise comprising the risk presentation made by the Insured to the Insurer at inception, renewal or variation of the Policy;

which materially increases the risk of injury, loss, Damage or liability.

Upon being notified of any such alteration, the Insurer may, at its absolute discretion:

- a** continue to provide cover under this Policy on the same terms;
- b** restrict the cover provided under this Policy;
- c** impose additional terms;
- d** alter the premium;
- e** cancel the policy.

If the Insured fails to notify the Insurer of any material alteration of the risk, the Insurer may:

- a** treat the Policy as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired Period of Insurance, if the Insurer would have cancelled the Policy had it known of the increase in risk;
- b** treat the Policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as the Insurer would have applied had it known of the increase in risk;
- c** reduce proportionately the amount paid or payable on any claim, the proportion for which the Insurer is liable being calculated by comparing the premium actually charged as a percentage of the premium which the Insurer would have charged had it known of the increase in risk.

### 6 Claims – Action by the Insured

The Insured shall in the event of any injury, Damage or consequential loss as a result of which a claim is or may be made under this Policy or any Section of it, and again upon receipt by the Insured in writing of any notice of any claim or legal proceeding,

- a** notify the Insurer
  - i** within 28 days in the case of Damage or consequential loss by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons
  - ii** within 30 days in all other cases, or such further time as the Insurer may allow
- b** notify the Insurer immediately upon being advised of any prosecution, inquest or enquiry connected with any injury, Damage or consequential loss which may form the subject of a claim under this Policy
- c** notify the police as soon as it becomes evident that any Damage has been caused by theft or malicious persons
- d** pass immediately, and unacknowledged, any letter of claim to the Insurer

## Policy Conditions continued

- e carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage or consequential loss
- f retain unaltered and unrepaired anything in any way connected with the injury, Damage or consequential loss for as long as the Insurer may reasonably require
- g furnish with all reasonable despatch at the Insured's expense
  - i such further particulars and information as the Insurer may reasonably require
  - ii if required, a statutory declaration of the truth of the claim
  - iii details of any other insurances covering the subject matter of the claim under this Policy and any matters connected with it
- h make available at the Insured's expense any documents required by the Insurer with regard to any letter of claim
- i not pay or offer or agree to pay any money or make any admission of liability without the previous consent of the Insurer
- j allow the Insurer in the name of and on behalf of the Insured to take over and, during such periods as the Insurer thinks proper, to have the absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and co-operate fully with the Insurer for that purpose.

No claim under this Policy shall be payable unless the terms of this Policy Condition have been complied with and any payment on account of a claim already made shall be repaid to the Insurer.

### 7 Claims – The Rights of the Insurer

In respect of Damage for which a claim is made, the Insurer and any person authorised by the Insurer may without incurring any liability or diminishing any of the Insurer's rights in respect of the cover under this Policy, enter premises where such Damage has occurred, and take possession of or require to be delivered to the Insurer any Property Insured, and to deal with such Property for all reasonable purposes and in any reasonable manner.

No Property may be abandoned to the Insurer, whether taken possession of by the Insurer or not.

If the Insurer reinstates or replaces any Property the Insurer shall not be bound to do so exactly but only as circumstances permit and in a reasonably sufficient manner and will not expend more than the Sum Insured on that Property.

The Insurer will not pay for any claim unless the terms of this Policy Condition have been complied with.

### 8 Other Insurances

If at the time of Damage or loss, any other insurance has been effected by or on behalf of the Insured covering any of the Property damaged or other losses covered by this Policy, the Insurer's liability under this Policy shall be limited to the rateable proportion of such Damage or loss as the Insurer would have had to pay if the other insurance policy did not contain:

- a any provision applying average or any similar provision which would reduce the amount payable on the claim to reflect underinsurance; and
- b any provision which excludes it from ranking concurrently with this Policy or any Section of it either in whole or in part or from contributing rateably.

## Policy Conditions continued

### 9 Cancellation

#### The Insured's Cancellation Rights

The Insured has the right to immediately cancel the cover within 14 days of the commencement of cover or the receipt of Policy documentation, whichever is the later (this period is referred to as the "cooling off period").

The Insured should exercise this right by contacting their insurance adviser or by writing to the Allianz office which issued the Policy documentation.

If the Insured does exercise their right to cancel during the "cooling off period", and provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance, the Insured will be entitled to a return of premium calculated on a pro-rata basis. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments outstanding at the date of cancellation.

If the "cooling off period" has expired, the Insured may cancel the Policy during the Period of Insurance by giving 14 days' notice in writing to their insurance adviser or the Allianz office which issued the Policy. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance the Insured will be entitled to a refund of the premium paid calculated on a pro-rata basis. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

#### The Insurer's Cancellation Rights

In addition to the Insurers' rights set out elsewhere in the Policy, including but not limited to Condition 15 (Fair Presentation of the Risk) and Condition 10 (Fraud), where there is a valid reason for doing so the Insurer may cancel this Policy at any time by giving the Insured at least 14 days' notice in writing sent to the Insured's last known address. The notice will set out the reason for cancellation.

Valid reasons for cancellation may include but are not limited to:

- a** Non payment of premium (including if the premium for this Policy is paid by instalments and in the event that the Insured fails to pay one or more instalments whether in full or in part);
- b** Continued failure by the Insured to comply with the terms and conditions of this Policy;
- c** Failure by the Insured to allow the Insurer to complete a survey (where the Policy has been issued or renewed subject to a survey);
- d** Failure by the Insured to adhere to, or implement, any risk improvement requirements or conditions required by the Insurer, including any changes required by any survey or claims adjusters report, within a reasonable period of time as advised by the Insurer;
- e** Material change in the risk or the sums insured;
- f** Failure by the Insured to co-operate with the Insurer or provide the Insurer with information or documentation reasonably required by the Insurer and the lack of co-operation by the Insured affects the Insurers ability to process a claim or defend the Insurers interests or make risk based underwriting decisions. In this case the Insurer will write to the Insured giving notice of cancellation of this Policy in the event that the Insured does not cooperate to provide the information or documentation reasonably required within a period of 14 days starting from the date provided in the letter; or
- g** The Insured's use of threatening, abusive or intimidating behaviour or inappropriate language or bullying of the Insurers staff or suppliers.

If the Insurer does cancel this Policy, provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance the Insured will be entitled to a proportionate return of the premium in respect of the unexpired Period of Insurance. The amount of premium refund payable will be reduced by all unpaid premiums or unpaid premium instalments due.

## Policy Conditions continued

### 10 Fraud

If the Insured or anyone acting on the Insured's behalf:

- a** makes any false or fraudulent claim;
- b** makes any exaggerated claim;
- c** supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine); or
- d** makes a claim for loss or damage which the Insured or anyone acting on the Insured's behalf deliberately caused;

the Insurer will:

- i** refuse to pay the whole of the claim; and
- ii** recover from the Insured any sums that it has already paid in respect of the claim.

The Insurer may also notify the Insured that it will be treating the Policy as having terminated with effect from the date of the earliest of any of the acts set out in sub-clauses **a – d** above.

In that event, the Insured will:

- a** have no cover under the Policy from the date of the termination; and
- b** not be entitled to any refund of premium.

### 11 Arbitration

If the Insurer accepts that there is a claim under this Policy but there is disagreement in respect of the amount to be paid, the disagreement will be referred to an arbitrator appointed in accordance with current statutory provisions. In these circumstances an arbitrator's award must be made before there is any right of action against the Insurer.

### 12 The Statement of Fact or Proposal Form

The Statement of Fact or Proposal Form where applicable for this Policy, made by the Insured, is incorporated herein.

### 13 Automatic Reinstatement

The Sums Insured by Section 1 Contents and 6 Buildings of this Policy will not be automatically reduced as a result of a claim provided that:

- a** the total of the amounts so reinstated during any one Period of Insurance shall not exceed the amount of the Sum Insured
- b** the Insured shall:
  - i** take immediate steps to effect such additions to or variations in protections as the Insurer may require
  - ii** pay the appropriate additional premium.

### 14 This Condition is left intentionally blank

### 15 Fair Presentation of the Risk

- a** The Insured must make a fair presentation of the risk to the Insurer at inception, renewal and variation of the Policy.
- b** The Insurer may avoid the Policy and refuse to pay any claims where any failure to make a fair presentation is:
  - i** deliberate or reckless; or
  - ii** of such other nature that, if the Insured had made a fair presentation, the Insurer would not have issued the Policy.



## Policy Conditions continued

The Insurer will return the premium paid by the Insured unless the failure to make a fair presentation is deliberate or reckless.

- c** If the Insurer would have issued the Policy on different terms had the Insured made a fair presentation, the Insurer will not avoid the Policy (except where the failure is deliberate or reckless) but the Insurer may instead:
  - i** reduce proportionately the amount paid or payable on any claim, the proportion for which the Insurer is liable being calculated by comparing the premium actually charged as a percentage of the premium which the Insurer would have charged had the Insured made a fair presentation; and/or
  - ii** treat the Policy as if it had included such additional terms (other than those requiring payment of premium) as the Insurer would have imposed had the Insured made a fair presentation.

For the purposes of this clause references to:

- a** avoiding a Policy means treating the Policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the Policy), the renewal date (where the failure occurs at renewal of the Policy), or the variation date (where the failure occurs when the Policy is varied);
- b** refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- c** issuing a Policy should be treated as references to issuing the Policy at inception, renewing or varying the Policy as the context requires.

### 16 Law Applicable and Jurisdiction

Unless the Insurer agrees otherwise:

- a** the language of the Policy and all communications relating to it will be English; and
- b** all aspects of the Policy including negotiation and performance are subject to English law and the decision of the English courts.

### 17 Smoking Condition

It is a condition precedent to liability that the Insured will:

- a** enforce a no smoking policy at the Premises which complies with current legislation
- b** only allow smoking in clearly marked, specifically designated smoking areas, which comply with current legislation
- c** in all designated smoking areas provide metal receptacles with metal lids for the safe disposal of waste smoking materials
- d** ensure that waste smoking materials, when being removed from the designated smoking areas, are kept separate from other combustible waste material and are stored in metal receptacles with metal lids whilst awaiting final removal from the Premises.

### 18 Survey and Risk Improvement Condition

If this Policy has been issued or renewed subject to the Insurer completing a survey or surveys of the Premises or of any other location(s) as specified by the Insurer, then pending completion of such survey(s) cover is provided by the Insurer on the terms, conditions, provisions, exclusions and limits as specified in the Policy and in the Sections of the Policy.

In the event that a survey should show that a risk or any part of it is not satisfactory in the opinion of the Insurer, then the Insurer reserves the right to either to:

- a** alter the premium or terms and conditions of the cover, or
- b** suspend or cancel cover:
  - i** from the date cover was incepted or renewed, or
  - ii** for any other period specified by the Insurer.

It is a condition precedent to the liability of the Insurer that the Insured must comply with all survey risk improvements required by the Insurer within completion time scales specified by the Insurer.



## Policy Conditions continued

In the event that a risk improvement is not completed or risk improvement procedures are not introduced within the completion time scales specified by the Insurer, then the Insurer reserves the right to either:

- 1** continue cover subject to alteration of the terms and conditions of such cover, or
- 2** suspend or cancel cover effective:
  - a** from the date cover was incepted or renewed or
  - b** from the expiry of any time period specified by the Insurer for completion/introduction of the required survey risk improvements, or
  - c** for any other period specified by the Insurer.

If the terms or conditions of cover are amended by the Insurer, then the Insured will have 14 days to accept or reject the revised basis of cover.

If the Insured elect to reject the revised basis of cover, then provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance the Insured will be entitled to a refund of the premium paid calculated on a pro-rata basis. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

If the Insurer exercises the right to suspend or cancel cover, then provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance the Insured will be entitled to a proportionate return of the premium in respect of such period that cover is suspended or for any period beyond the effective date from which cover is cancelled. The amount of premium refund payable will be reduced by all unpaid premiums or unpaid premium instalments due.

Except in so far as they are expressly varied by this condition, all of the terms, conditions, provisions, exclusions and limits of the Policy and of the Sections of the Policy shall continue to apply until the Insurer advises otherwise.

To the extent that this condition conflicts with any other cancellation condition, this condition shall prevail.

### 19 Discharge of Liability

The Insurer may at any time pay to the Insured in connection with any claim or series of claims:

- a** the Limit of Indemnity, or
- b** the Sum Insured, or
- c** a lesser amount for which such claim or claims can be settled after deduction of any sums already paid and less the amount of any Excess.

The Insurer will not make any further payment in respect of such claim or claims except for costs and expenses which the Insurer has already agreed to bear and which were incurred prior to such payment.

### 20 Rights of Parties

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

### 21 Unoccupied Buildings

It is a condition precedent to liability that when any Building or portion thereof becomes Unoccupied:

- a** the Insured must give immediate notice of such unoccupancy to the Insurer and also when such Unoccupied Buildings or portion thereof are again occupied
- b** the following action must be implemented by the Insured:
  - i** the main services are turned off and the water system is drained whenever the Buildings involved or said portion thereof are vacated, except:
    - a** electricity when needed to maintain any fire or intruder alarm system in operation, or,
    - b** water supply and heating system where a sprinkler system is in operation

## Policy Conditions continued

- ii the Buildings are inspected thoroughly internally and externally at least weekly by the Insured or a responsible person appointed by the Insured and a record is maintained of such inspections
  - iii any internal or external accumulations of waste, unfixed combustible materials and gas bottles be removed during such inspections
  - iv the Buildings are secured against unlawful entry by closing all doors and windows and setting all security locking mechanisms, setting any alarm system and setting any other protective device in operation.
- c the Insured must notify the Insurer immediately if the Buildings or portion thereof are to be occupied by contractors for renovation, alteration or conversion purposes.

### 22 Conditions Precedent

If the Insured does not comply with any part of any condition which makes payment of a claim conditional upon compliance with it (a condition precedent), the Insurer will not pay for any claim, except that where the condition concerned:

- a operates only in connection with particular premises or locations, the Insurer will pay for claims arising out of an event occurring at other premises or locations which are not specified in the condition;
- b operates only at particular times, the Insurer will pay for any claim where the Insured shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred;
- c would, if complied with, tend to reduce particular types of injury, loss, damage or, as the context may require liability, the Insurer will pay for any claim where the Insured shows on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the injury, loss, damage or liability which occurred.

### 23 Subrogation

Any claimant under this Policy shall, at the Insurer's request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured, before or after the Insurer makes any payment.

The Insurer agrees to waive any such rights to which the Insurer might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to the Insured or against any company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the Damage.

### 24 Non Invalidation

This Policy shall not be invalidated by:

- a any act or omission or by any alteration unknown to or beyond the control of the Insured by which the risk of damage is increased, provided that the Insured shall give notice to the Insurer (and pay an additional premium if required) immediately they become aware of such act, omission or alteration
- b workmen on the Premises carrying out repairs, general maintenance work or minor structural or other alterations.

# Policy Exclusions

**Applicable unless stated to the contrary under Exclusions in the Sections.**

**This Policy does not cover:**

## **1 Geographical Limits**

Damage, injury or liability arising out of any occurrence outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, except where stated to the contrary.

## **2 War**

Any claim, loss, damage, destruction, death, injury, disablement or liability, cost or expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

- a** war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- b** the discovery, detonation or explosion of Munitions (including both controlled and uncontrolled detonations and explosions), whether or not a state of war is current at the time of discovery, detonation or explosion; or
- c** any action taken to disarm, diffuse, dispose of, neutralise, make safe, or otherwise remove Munitions, whether or not a state of war is current at the time,

regardless of any other cause or event operating concurrently, independently or in any other sequence to cause the loss, damage or liability.

For the purposes of this Exclusion:

Loss includes, but is not limited to, financial and business interruption loss (including business interruption loss covered under the Extensions to the Business Interruption Section), physical loss, loss of value, marketability or use of property, fines and penalties.

Munitions mean any weapons or munitions from a current or historic war, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military or usurped power, including but not limited to bombs, missiles, torpedoes, mines, ammunition, explosive devices, or any parts thereof, and any unexploded, derelict, abandoned and unused munitions or weapons.

## **3 Radioactive Contamination**

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a** ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b** the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- c** any weapon or other device utilizing radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction
- d** the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

## Policy Exclusions continued

Exclusions **a** and **b** do not apply to Section 4 – Liabilities, Event 1 – Employers’ Liability other than in respect of:

- i the liability of any principal
- ii liability assumed by the Insured under a contract or agreement which would not have attached in the absence of such contract or agreement.

Exclusions **c** and **d** do not apply to

Section 4 – Liabilities, Event 1 – Employers’ Liability and Section 4 – Liabilities, Event 2 – Public Liability.

### 4 Sonic Bangs

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

### 5 Northern Ireland

Loss, destruction or damage and any consequential loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of Damage or any consequential loss by fire or explosion) strikers, locked-out workers, persons taking part in labour disturbances or malicious persons.

### 6 Pollution or Contamination

Loss, destruction or damage caused by or resulting from pollution or contamination except such Damage to the Property Insured or, if applicable, loss resulting from damage to property used by the Insured at the Premises stated in the Schedule for the purpose of the Business caused by:

- a** pollution or contamination which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers,

locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, bursting overflowing discharging or leaking of water tanks apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal, always provided that such peril is insured by this Policy.

- b** any of the perils listed in **a** above which itself results from pollution or contamination.

### 7 Changes in Water Table Level

Damage attributable solely to changes in the water table level.

### 8 Heat, Mechanical or Electrical Derangement

Damage to:

- a** property occasioned by its undergoing any process involving the application of heat
- b** any electrical machine or apparatus occasioned by its own overrunning, excessive pressure, short circuiting, mechanical breakdown, failure, derangement or self-heating.

### 9 Destruction of Data

loss resulting from erasure or distortion of information on Data Processing Media or other records:

- a** whilst mounted in or on any machine or data processing apparatus
- b** due to the presence of magnetic flux

unless caused by Damage to the machine or apparatus in which the records are mounted.

## Policy Exclusions continued

### 10 Computer Date Exclusion

Loss, destruction or damage or liability directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the Insured or not, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure:

- a correctly to recognise any date as its true calendar date
- b to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date

but the insurance shall not exclude any subsequent Damage which is not otherwise excluded.

### 11 Cyber and Data Events

- a any Cyber Loss;
- b any claim, loss, damage, destruction, cost, expense, or any consequential loss, directly or indirectly caused or contributed to by, arising out of or in connection with, or consisting of any Data Loss; or
- c any cost, expense or fee incurred in replacing, reinstating, recovering, restoring or reproducing intangible elements of any Computer System,

regardless of any other cause or event operating or contributing concurrently, independently or in any other sequence to cause the claim, loss or damage.

But, subject to all the terms, conditions, limitations, exclusions and endorsements to this Policy:

- i this Exclusion will not apply to Physical Damage to Tangible Property at the Premises during the Period of Insurance by a Non-Cyber Cause which itself results from a Cyber Act or Cyber Incident, together with any business interruption solely and directly resulting from such Physical Damage to Tangible Property, provided always that the Policy will not cover:
  - a any loss, costs or expenses comprising or consisting of Data Loss (including where resulting from Physical Damage to Tangible Property) other than as set out in sub-clause ii below;
  - b any loss, distortion, erasure, corruption or alteration of or inability to access or use any other intangible property or assets or intangible elements of Computer Systems (including where resulting from Physical Damage to Tangible Property) or any business interruption resulting therefrom;

## Policy Exclusions continued

- c any business interruption caused or contributed to by any Data Loss which results directly or indirectly from Physical Damage to Tangible Property;
- ii should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage by a Non-Cyber Cause which is otherwise insured by this Policy, this exclusion will not apply to the cost of repairing or replacing the damaged Data Processing Media plus the costs of copying Data from back-up or from originals of a previous generation onto the replacement or repaired Data Processing Media, but only where such back-ups or originals of a previous generation still exist and are accessible and provided always that the Policy will not cover:
  - a any research and engineering costs;
  - b any costs of recreating, gathering or assembling the Data;
  - c any reduction in value of Data or any amount pertaining to the value of such Data to the Insured or any Third Party, even if such Data cannot be recreated, gathered or assembled or copied from back-up or from originals of a previous generation;
  - d any business interruption loss caused directly or indirectly by or contributed to by any Data Loss or by the copying from back-ups or originals of any Data.

For the purposes of this Exclusion:

Any reference to the word 'loss' includes, but is not limited to, financial and business interruption loss (including business interruption loss covered under any or all of the Extensions to the Business Interruption Section), physical loss, loss of value, marketability or use of property (including intangible property), fines and penalties, other than where this Exclusion refers specifically to a particular type of loss,

such as 'physical loss' or loss comprising or consisting of loss of Data or loss of other intangible property, in which case the word 'loss' will be interpreted in the context within which it is used.

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, virtual server, cloud or microcontroller, including any similar system or any configuration or networks of the aforementioned and including any associated input, output, data storage or processing device, networking equipment, internet, intranet, virtual private network or similar facilities, or back up facility, located anywhere in the world and irrespective of whether such computer system is owned or operated by the Insured or any Third Party;

Cyber Loss means any claim, loss, damage, destruction, cost, expense, or any consequential loss, directly or indirectly caused or contributed to by, or arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken or advice given to control, prevent, suppress, or remediate any Cyber Act or Cyber Incident or to mitigate or otherwise reduce the effects of any Cyber Act or Cyber Incident;

Cyber Act means any unauthorised, malicious or criminal act (whether or not directed at the Insured), regardless of time and place, or the threat or hoax thereof, involving access to, processing, use, manipulation or operation of, or impairing any Computer System or Data, including but not limited to any unauthorised or malicious direction of network traffic or introduction of code, malware, virus or ransomware;

## Policy Exclusions continued

Cyber Incident means:

- i any error or omission involving access to, processing of, use of or operation of any Computer System, whether any such error or omission is made by or on behalf of the Insured or any Third Party;
- ii any partial or total unavailability or failure of or reduction in functionality or operability of any Computer System (whether temporary or permanent) or inability to access, process, use or operate any Computer System; or
- iii any partial or total inability to access, process, transmit, store or use any Data or any error or omission involving accessing, processing, transmitting, storing or using any Data, whether any such error or omission is made by or on behalf of the Insured or any Third Party;

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form which is (or is capable of being) used, accessed, processed, transmitted or stored by a Computer System;

Data is not limited to the Insured's Data but includes Data which is owned, accessed, processed, transmitted, stored or used by any Third Party anywhere in the world;

Data Loss means any loss, distortion, erasure, corruption, theft, alteration, or manipulation of Data (whether temporary or permanent) or loss of use, reduction in functionality or reduction in value of Data or the act of (and costs and expenses associated with) repairing, replacing, reinstating, recovering, restoring or reproducing any Data;

Data Processing Media means any tangible property insured by this Policy on which Data can be stored but not the Data itself;

Non-Cyber Cause means a cause, other than a Cyber Act, Cyber Incident, Data Loss or other cyber related cause, which is not otherwise excluded by the Policy;

Physical Damage to Tangible Property means accidental, physical loss, damage or destruction to tangible property insured under this Policy which is owned by the Insured or for which the Insured is responsible, excluding any Data and intangible elements of Computer Systems;

Third Party means any person or entity other than the Insured (including, but not limited to, information technology and computer service suppliers, data centre operators, internet service providers, customers or suppliers of the Insured, transport operators, infrastructure providers, utilities and supply undertaking service providers or producers, telecommunication service providers and persons or entities wholly unconnected with the Insured, its Business, its Computer Systems or any Data which it owns, uses or relies on).

### 12 Terrorism

- a in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987:

Loss, destruction or damage or consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with:

- i any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism
- ii any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism

## Policy Exclusions continued

In respect of **a** above an Act of Terrorism (Terrorism) means:

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

- b** in respect of territories other than those stated in **a** above loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with:
  - i** any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism
  - ii** any action taken in controlling, preventing or suppressing any act of Terrorism, or in any way related to such act of Terrorism

In respect of **b** above an act of Terrorism (Terrorism) means:

An act, including but not limited to the use of force or violence and/or the 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 any action suit or other proceedings where the Insurer alleges that by reason of this exclusion any Damage or any consequential loss is not covered (or is covered only up to a specified limit of liability), the burden of proving to the contrary shall be upon the Insured.

In the event any part of this exclusion is found to be invalid or unenforceable, the remainder shall remain in force and effect.

### 13 Economic Sanctions

Cover or benefit for any business or activity to the extent that the provision of such cover, payment of any claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. For the avoidance of doubt any valid licence from the Office of Financial Sanction Implementation or similar authorised regulatory body shall have no bearing on this insurance, and this Policy will consider the sanction, prohibition or restriction to remain in force.

### 14 Contagious and Infectious Disease

Loss, destruction, damage, cost, expense, or any consequential loss, directly or indirectly caused by, arising out of, attributable to, or contributed to by:

- A** Contagious or Infectious Disease;
- B** the fear or threat (whether actual or perceived) of a Contagious or Infectious Disease;
- C** the presence or suspected presence of Pathogens at, in or on the premises or property of any person or entity; or



## Policy Exclusions continued

- D** any action taken or advice given (whether or not by a competent authority) to prevent, reduce, control or mitigate the occurrence, outbreak, spread or effects of a Contagious or Infectious Disease or any Pathogens

irrespective of any other cause, occurrence or event operating concurrently, independently or in any sequence to cause the loss.

But this Exclusion will not apply to Physical Damage to Property Insured under the Policy and any business interruption directly resulting from such Physical Damage, where such Physical Damage itself results from 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, impact by any road vehicle or animal, or theft.

For the purposes of this Exclusion:

Loss includes, but is not limited to financial and business interruption loss, loss of value, marketability or use of property, fines and penalties.

Cost or expense includes, but is not limited to any cost or expense to:

- A** clean-up, detoxify, decontaminate, or remove Pathogens from any property where the property is or is feared to have been affected by Pathogens or a Contagious or Infectious Disease;
- B** monitor or test for Pathogens or a Contagious or Infectious Disease; or
- C** provide medical treatment for persons affected by a Contagious or Infectious Disease.

Malicious persons do not include persons who maliciously, deliberately or recklessly:

- A** cause Pathogens to come into contact with the premises or property of any person or entity; or
- B** cause or attempt to cause another person or persons to contract a Contagious or Infectious Disease and, in or by so doing, cause Pathogens to come into contact with the premises or property of any person or entity.

Physical Damage - means physical loss, damage or destruction. For the avoidance of any doubt, the presence of a Pathogen on property or contamination of property by a Pathogen does not constitute Physical Damage.

Contagious or Infectious Disease - means any disease, illness or condition affecting humans or animals which is caused by or can be transmitted by means of any Pathogen, where the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms (including from one human to another, one animal to another, from an animal to a human or vice versa, or through contaminated water, faeces or food).

Pathogen - means any pathogen, including but not limited to a virus, bacterium, parasite, fungus, other organism, micro-organism, any variation or mutation thereof, whether deemed living or not, or any other substance or agent capable of causing a Contagious or Infectious Disease.

# Section 1 – Contents

(This Section only applies if stated in the Schedule)

## Definitions

### Glass

Plain plate, plain sheet, laminated glass and polycarbonate sheeting fixed in windows, doors, fanlights, and rooflights and glass fixed in wall mirrors, shelves, showcases and counter-cases, including lettering fixed to such glass.

### Premises

The part or parts of any Building situated at the address or addresses of the Insured stated in the Schedule occupied solely by the Insured as offices or surgeries in connection with the Business and otherwise as offices and private dwelling rooms.

### Office Contents

All Contents belonging to the Insured or for which they are responsible excluding:

- a** Computer Equipment
- b** Landlord's Fixtures and Fittings and Tenant's Improvements
- c** business books, documents and computer programs and records
- d** money and jewellery
- e** any amount in excess of:
  - i** £10,000 for any one article other than fitted carpets
  - ii** £10,000 in total for trade samples, goods held in trust or for which the Insured are responsible and trade stock excluding any prescription drugs, medicines and medical supplies
  - iii** £10,000 for any one item of glass, china, porcelain, picture or other work of art
  - iv** £1,000 for Wines and Spirits
  - v** £20,000 in total for prescription drugs and medicines and medical supplies.

### Computer Equipment

All computer and ancillary equipment belonging to the Insured or for which they are responsible including associated data carrying materials but excluding programs or information recorded thereon.

## Business Records

- a** deeds, documents, manuscripts and business books, including those of others for which the Insured is responsible, in connection with the Business, at the Premises or whilst temporarily removed anywhere within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, but only for the cost of the materials and clerical labour expended in reproducing such records excluding:
  - i** the value of the information contained therein
  - ii** any amount in excess of £1,000 for any one document, disc or tape
  - iii** any costs that are incurred after 36 months from the date of the loss
  - iv** any amount exceeding 10% of the Sum Insured under this Item whilst temporarily removed
  - v** theft from any unattended vehicle.
- b** Data Processing Media but only for:
  - i** the cost of purchasing blank Data Processing Media (without any Data thereon) to replace that which has been physically lost or destroyed; or
  - ii** the cost of repairing the Data Processing Media which has been physically damaged; and
  - iii** the costs of copying Data from back-up or from originals of a previous generation onto the replacement or repaired Data Processing Media, provided always that this Policy will not cover:
    - 1** any research and engineering costs;
    - 2** any costs of recreating, gathering or assembling Data;
    - 3** any reduction in value of data or any amount pertaining to the value of such Data, even if such data cannot be recreated, gathered or assembled or copied from back-up or originals of a previous generation.

## Section 1 – Contents continued

(This Section only applies if stated in the Schedule)

If the Insured elects not to repair or replace Data Processing Media which has been Damaged, the amount payable by the Insurer will not include any of the costs set out at sub-clauses **a** to **c** and the basis of settlement shall instead be the difference between the re-sale value of the Data Processing Media without any Data on it immediately before the Damage and the re-sale value of the Data Processing Media without any Data on it immediately after the Damage.

### Sanitaryware

Baths, sinks, lavatory bowls and cisterns, washbasins and pedestals, shower trays and bidets forming permanent fixtures.

### Sum Insured

- a** The Insurer's liability under each item of this Section is limited to the respective Sums Insured shown in the Schedule.
- b** Index Linking
  - i** The Sums Insured will be adjusted each month by the percentage change in the Durable Goods Section of the Retail Price Index (or some other suitable Index decided by the Insurer)
  - ii** Additional premium will not be charged on such adjustments during the Period of Insurance. The renewal premium will be calculated on the adjusted Sum Insured applying on the last day of the month 3 months before renewal month
  - iii** In the event of insured Damage the monthly Index Linking adjustments will continue during the period between the date of the Damage and the completion of repair or replacement, provided that the Insured takes all reasonable steps to have the repair or replacement carried out without delay. The period of Index Linking adjustments after Damage is limited to one year.

## Cover

**The Insurer will indemnify the Insured up to the Sum Insured in respect of:**

- A** Damage to the Property Insured by any cause not excluded, occurring during the Period of Insurance.

The amount payable shall be the cost actually incurred of:

- 1** Property other than clothing:
  - a** replacement of property totally lost or destroyed, with no deduction for wear and tear or depreciation, provided:
    - 1** the Sum Insured is adequate to pay for replacement of the Property Insured and
    - 2** such replacement is carried out without delay.

If the Property Insured totally lost or destroyed is not replaced the amount payable shall be the market value of the totally lost or destroyed property.

- b** repair of damaged property.

- 2** Clothing:

- a** replacement of articles totally lost or destroyed with deduction for wear and tear or depreciation.
- b** repair of damaged articles.

- B** Breakage or Damage of or to Glass or Sanitaryware at the Premises, occurring during the Period of Insurance. The amount payable shall be the cost of repair or replacement, without deduction for wear and tear.

# Section 1 – Contents continued

(This Section only applies if stated in the Schedule)

## Extensions

**(Subject to the terms conditions exclusions and limits of this Section and the Policy)**

**Cover under this Section includes:**

### 1 Temporary Removal

Office Contents whilst temporarily removed to, and whilst in transit between, anywhere within Great Britain, Northern Ireland, Isle of Man or the Channel Islands excluding:

- a** any amount in excess of 20% of the Sum insured for Office Contents shown in the Schedule
- b** any amount in excess of £25,000 any one animal and £5,000 any one other article
- c** theft from any unattended vehicle

### 2 Clothing and Personal Effects

Clothing and personal effects belonging to:

- a** the Insured or their partners, directors or employees whilst involved in the Business anywhere in the world
- b** visitors to the Premises

excluding:

- i** money
- ii** any amount in excess of £2,500 any one person
- iii** the first £50 of each claim and the Excess shown in the Schedule shall not apply
- iv** theft from any unattended vehicle.

### 3 Underground Services

The cost of repairing accidental damage to underground water, gas, oil, sewer and drain pipes and underground electricity, telephone and television cables for which the Insured are responsible as tenant excluding clearance of blockages unless caused by an event insured by this Section.

### 4 Locks and Keys

The cost of replacement of locks, lock mechanisms and keys necessary to maintain the security of the Premises following theft of keys by force and violence from within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands from any director, partner or employee of the Insured authorised to hold such keys up to £50,000 any one claim and the Excess shown in the Schedule shall not apply.

### 5 Rent

(Not applicable if Section 6 is operative)

Rent which the Insured are liable to pay following Damage which renders the Premises or any part of the Premises unfit for occupation by the Insured but only in respect of the period necessary for reinstatement up to 25% of the Total Sum Insured for Office Contents and Computer Equipment shown in the Schedule.

### 6 Damage to Buildings

(Not applicable if Section 6 is operative)

Damage for which the Insured are responsible caused by thieves to the Premises in connection with theft or attempted theft up to £25,000 any one claim.

### 7 Document Transmission

The Insured's legal liability for the cost of Damage, including claimants' costs and expenses incurred with the written consent of the Insurer, arising from the Insured's negligence or omission to send any documents by recorded delivery or registered post up to £2,500 any one claim.

### 8 Boarding Up

The cost of boarding up pending replacement of broken or damaged Glass.

# Section 1 – Contents continued

(This Section only applies if stated in the Schedule)

## 9 Removal of Debris

The cost of removing debris, demolishing, shoring up or propping of the damaged parts of the Property Insured on the site and the area immediately adjacent necessarily incurred with the Insurer's consent excluding:

- a costs incurred in connection with or on any other property
- b costs arising from pollution or contamination of property not insured by this Section.

## 10 Subsidence, Ground Heave and Landslip

Damage to the Property Insured caused by subsidence or ground heave of any part of the site on which the property stands, or landslip excluding:

- a Damage resulting from:
  - i the normal settlement or bedding down of new structures
  - ii the settlements or movement of made-up ground
  - iii coastal or river erosion
  - iv defective design or workmanship or the use of defective materials
  - v fire, subterranean fire, explosion, earthquake
  - vi escape of water from any tank, apparatus or pipe
- b Damage which commenced prior to the inception of this Section
- c Damage occurring as a result of demolition construction structural alteration or repair of any property or groundworks or excavation, all at the same Premises
- d the first £1,000 of each loss at each separate Premises.

**Special Condition** – This Extension shall be avoided if the risk is increased by reason of demolition groundworks excavation or construction being carried out on the same or any adjoining site.

## 11 Trace and Access

The costs necessarily and reasonably incurred by the Insured in locating the source of Damage in consequence of escape of water or fuel oil from any tank, apparatus or pipe and in the subsequent making good of Damage caused as a consequence of locating such source, up to an amount of £30,000 any one claim.

## 12 Metered Water, Gas or Electric

Additional metered water, gas or electric charges incurred by the Insured up to an amount of £50,000 any one Period of Insurance, in consequence of Damage, but the Insurer will not pay for such charges incurred in respect of any Building which is Unoccupied.

The basis on which the amount payable is to be calculated will be the amount of the water, gas or electric charges for the period during which Damage occurs, less the charge paid by the Insured for the corresponding period in the preceding year, adjusted for changes in the water, gas or electric suppliers' charges and for variations affecting the water, gas or electric consumption of the Insured during the intervening period.

## 13 Landscaped Grounds and Emergency Vehicles

Costs incurred by the Insured in consequence of Damage to Property Insured at the Premises:

- a in restoring landscaped grounds to their original appearance when first laid out and planted, but excluding costs arising due to the failure of trees, shrubs, plants, turf and the like to germinate or become established
- b reinstating or repairing landscaped gardens and grounds following damage caused by the emergency services vehicles, equipment or personnel in the course of carrying out their duties

up to an amount of £10,000 any one claim.

## Section 1 – Contents continued

(This Section only applies if stated in the Schedule)

### 14 Alterations and Additions

To the extent that they are not otherwise insured:

- a alterations, additions and improvements (but not appreciation in value in excess of Sums Insured) to Office Contents, Landlord's Fixtures and Fittings and Tenant's Improvements
- b any newly acquired Office Contents, Landlord's Fixtures and Fittings and Tenant's Improvements

within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, for no more than 15% of the Sum Insured for each item covered, or £50,000 in total, whichever is the less, at any one Premises or at any one newly acquired address elsewhere than at the Premises, provided that the Insured shall give details of such alterations and additions to the Insurer within 90 days of the commencement date of the Insured's responsibility, effect specific cover retrospective to such date and pay the appropriate additional premium.

### 15 Lamps Signs and Nameplates

Lamps Signs and Nameplates for which the Insured are responsible.

### 16 Exhibitions

Property Insured whilst at any exhibition within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, including whilst in transit to and from such exhibition, up to an amount of £10,000 any one Period of Insurance.

### 17 Fire Extinguishers, Sprinklers and Security Equipment

Reasonable costs incurred by the Insured in:

- a re-filling, recharging or replacing any fire extinguishers, local or fixed fire suppression or gas flooding systems, sprinkler installations and sprinkler heads
- b having any fire and/or intruder alarms and closed circuit television equipment re-set in consequence of Damage.

Provided that:

- i the Insured maintain all such equipment under contract and in accordance with the manufacturer's instructions with a maintenance company acceptable to the Insurer
- ii the Insurer shall not be liable in respect of any costs and expenses recoverable from the maintenance company or from the fire service
- iii the liability of the Insurer in respect of any one claim shall not exceed £10,000.

### 18 Office Contents in Transit

Damage to Office Contents whilst in transit including loading and unloading anywhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands by any of the Insured's own vehicles up to a limit of £5,000 any one Period of Insurance excluding:

- a any Damage due to:
  - i depreciation or deterioration unless caused by accident to the conveying vehicle
  - ii delay or loss of market
  - iii default in packing or addressing of any parcel or package
- b any consequential loss of any kind or description
- c any theft of Office Contents from any vehicle left unattended, unless such vehicle has all points of access closed and secured by all the locks and other protections and has all the keys removed from the vehicle
- d glass, livestock, precious metals or stones, jewellery, watches, furs, money, securities, stamps, documents, manuscripts, business books, plans or designs
- e items more specifically insured including under Extensions 1 and 16 of this Section
- f the first £150 of each claim.

**Note:** Exclusions 4 and 6 of this Section shall not apply to this Extension.

# Section 1 – Contents continued

(This Section only applies if stated in the Schedule)

## 19 Deterioration of Stock

Goods in any cold chamber situated at the Premises against Damage occurring during the Period of Insurance to the Property Insured up to £10,000 by deterioration or putrefaction solely and directly due to:

- A** a rise or fall in temperature as a result of:
  - i** damage to or a fault in the refrigeration machinery
  - ii** failure of the public supply of electricity at the terminal ends of the Electricity Authority's service feeders at the Premises
  - iii** accidental failure of the electrical installation connecting the refrigeration machinery to the Electricity Authority's service feeders.
- B** the action of the refrigerant or refrigerant fumes which have escaped from the refrigeration machinery.

### The Policy Exclusions apply to this Extension and in addition it does not insure

- 1** any Damage:
  - a** due to any of the Events described in Section 1 – Contents
  - b** under A ii of the cover above due to:
    - i** drought
    - ii** a deliberate act of the Electricity Authority not performed for the Sole purpose of safeguarding life or Protecting any part of the Electricity Authority's system
  - c** due to any wilful act or neglect by the Insured
  - d** due to faulty packing or stowage, inherent defect or any form of normal trade loss
- 2** the first £150 of any claim.

**The Policy Conditions except Policy Condition 13 apply to this Extension and in addition the following condition shall apply:**

### Maintenance Contract

In respect of any cold chamber which is over 10 years old it is a condition precedent to liability for loss or Damage under this Section that a contract is in force to maintain and adjust the refrigeration machinery in line with manufacturers or other competent specialists' instructions.

## Special Conditions

The Policy Conditions except 3 and 14 apply to this Extension and in addition:

### 1 Safeguarding of Property

The Insured shall take all reasonable measures to safeguard the Office Contents from Damage and to maintain vehicles in an efficient and roadworthy condition.

### 2 Employees

The Insured shall take all reasonable care in the selection of honest and competent employees.

### 3 Additional Theft Protection

If any additional protections to any vehicle are reasonably required by the Insurer following Damage due to theft the Insured shall comply within a reasonable period specified by the Insurer.



## Section 1 – Contents continued

(This Section only applies if stated in the Schedule)

### Section Exclusions

**The Policy Exclusions of this Policy apply to this Section and in addition it does not cover:**

- 1** property more specifically insured
- 2** Damage caused by or arising from:
  - a** frost, coastal erosion, settlement, wear and tear
  - b** rot, mildew, rust, corrosion
  - c** insects, woodworm, vermin
  - d** dyeing, cleaning, repair, renovation
  - e** faulty manipulation, design, plan, specification or materials
  - f** gradual deterioration, market depreciation
  - g** any computer virus
  - h** acts of fraud or dishonesty by any partner, director or employee of the Insured
- 3** consequential loss of any kind except under Extension 5 Rent
- 4** the Excess shown in the Schedule
- 5** theft by any employee of the Insured not accompanied by forcible and violent entry to or exit from the Premises
- 6** theft from any unattended vehicle
- 7** derangement of Computer Equipment unaccompanied by Damage to such equipment
- 8** Damage to electrical equipment by short circuiting or overrunning not resulting in fire
- 9** Glass or Sanitaryware that is cracked or broken at the commencement of this insurance until replaced by the Insured
- 10** any superficial scratching or chipping of Glass or Sanitaryware.

### **11** Damage to any Property

- a** caused by fire, resulting from its undergoing any heating process or process involving the application of heat
- b** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair, but the Insurer will pay for such Damage caused by fire or explosion

### **12** Damage to:

- a** vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
- b** Property or structures in course of construction or erection and materials or supplies in connection with all such Property or structures
- c** land, pier, jetties, bridges, culverts or excavations
- d** livestock, growing crops or trees

but the Insurer will pay for such property specifically described in the Schedule

### **13** Damage occasioned by nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority

### **14** Damage to automatic teller machines (ATM) as a result of theft or attempted theft.

### Section Conditions

**The Policy Conditions of this Policy apply to this Section.**



## Section 2 – Money and Personal Assault

(This Section only applies if stated in the Schedule)

### Definitions

#### Accident

Bodily injury caused by violent external and visible means.

#### Business Hours

The period during which the Insured or their partners, directors or employees are at the Premises for the purpose of the Business.

#### Insured Person

The Insured and any of their partners, directors or employees aged between 16 and 70 years.

#### Loss of Limb

Loss by physical severance or permanent and total loss of use of an entire hand or arm or an entire foot or leg which the Insured Person has survived for at least one month.

#### Loss of Sight

Total loss of sight of an eye which has lasted 3 months of the Insured Person's lifetime and is at the end of that period beyond hope of improvement.

#### Money

Negotiable and Non-Negotiable Money.

#### Money in Transit

Negotiable Money in transit in the personal custody of the Insured or their authorised representatives or in a bank night safe until liability is accepted by the bank.

#### Negotiable Money

Cash, bank and currency notes, uncrossed cheques, uncrossed postal orders, luncheon vouchers, current postage stamps, trading stamps, National Insurance stamps not fixed to cards, Holiday with Pay stamps, National Savings stamps, unexpired units in franking machines, gift tokens and consumer redemption vouchers belonging to the Insured or for which they are responsible.

#### Non-Negotiable Money

Crossed cheques, crossed postal orders, crossed bankers drafts, National Insurance stamps fixed to cards, National Savings certificates, Premium Bonds, credit sales vouchers or receipts and V.A.T. purchase invoices belonging to the Insured or for which they are responsible.

#### Permanent Total Disablement

A disablement which permanently, completely and continuously prevents the Insured Person from attending to his usual occupation or any other occupation for which he is fitted by knowledge and training, and which having lasted 104 weeks of the Insured Person's lifetime is at the end of that period beyond hope of improvement.

#### Temporary Partial Disablement

A disablement which continuously prevents the Insured Person from attending to a substantial part of their usual occupation.

#### Temporary Total Disablement

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

### Cover

- A** The Insurer will indemnify the Insured in respect of Damage to Money occurring during the Period of Insurance held in connection with the Business up to the limits shown in the Schedule by any cause not excluded.
- B** The Insurer will indemnify the Insured against Damage to any safe strongroom, franking machine or automated teller machine (ATM) at the Premises as a direct result of theft or attempted theft of Money up to an amount of £10,000 any one claim.
- C** The Insurer will pay to the Insured the sum or sums set out in the Scale of Compensation if any Insured Person acting in connection with the Business shall:
  - 1** sustain an Accident as a direct result of theft or attempted theft
  - 2** suffer emotional stress necessitating professional counselling as a direct result of theft or attempted theft.

## Section 2 – Money and Personal Assault continued

(This Section only applies if stated in the Schedule)

### Scale of Compensation

Item	Amount
<b>1</b> If any Insured Person shall sustain an Accident resulting directly and independently of any other cause within 12 months in:	
<b>a</b> death	£25,000
<b>b</b> loss of one or more limbs and/or sight of one or both eyes	£25,000
<b>c</b> Permanent Total Disablement	£25,000
<b>d</b> Temporary Total Disablement	£100*
<b>e</b> Temporary Partial Disablement	£50*
* per week during such disablement	
<b>2</b> Cost of cleaning, repairing or replacing lost or damaged clothing or personal effects of the Insured Person up to	£250
<b>3</b> The cost of professional counselling not exceeding:	
<b>a</b> an hourly cost of	£30
<b>b</b> an amount per person of	£1,000
<b>c</b> an amount in total of	£5,000

### Limitations

In respect of each Insured Person:

- compensation shall not be paid under more than one of the Items **1a**, **1b**, or **1c** of the Scale of Compensation for the consequence of the same Accident
- weekly compensation under Items **1d** and/or **1e** of the Scale of Compensation will not be paid for more than 104 weeks in all in respect of one or more Accidents. Weekly compensation will be paid when the total amount to be paid has been agreed or, if the Insured requests, at the end of each period of 4 consecutive weeks disablement

- compensation shall not be paid unless as soon as possible after an Accident the injured person is placed under the care of a qualified medical practitioner whose advice shall be followed. A post-mortem examination shall be carried out if required by and at the Insurer's own expense
- compensation shall not be paid under Items **3a**, **3b** and **3c** of the Scale of Compensation unless such counselling is recommended by a qualified medical practitioner and agreed to by the Insurer before costs are incurred.

### Section Exclusions

**The Policy Exclusions of this Policy except 9 and 10 apply to this Section and in addition it does not cover:**

- any loss due to lack of integrity of any of the Insured's employees not discovered within 15 working days of the occurrence
- any loss covered by or which but for the existence of this Section would be covered by any policy of Fidelity Guarantee, and this Section shall not contribute to such loss except in excess of any amount insured thereunder
- any loss from any unattended vehicle
- any consequential loss or shortages due to errors or omissions and any depreciation in value
- any loss that results from any business transaction
- any loss of Money from an automated teller machine (ATM) which is not filled by the Insured.

## Section 2 – Money and Personal Assault<sup>continued</sup>

(This Section only applies if stated in the Schedule)

### Section Conditions

The Policy Conditions of this Policy except 13 and 14 apply to this Section and in addition:

#### 1 Records Condition

The Insured shall keep a proper written record of all Property Insured hereunder and shall allow the Insurer at all reasonable times to inspect such records. A proper record shall also be kept of all Money in a safe in some place other than in the said safe.

#### 2 Keys Condition

It is a condition precedent to liability in respect of any losses from safes that whenever the Premises is closed for business the key or keys of any safe shall be removed from the Premises or to that part of the Premises where the person responsible for their safety normally resides.

#### 3 Accompaniment Condition

It is a condition precedent to any liability under Section 2. Money And Personal Assault that Negotiable Money in Transit other than by a security organisation or by registered post will be accompanied by:

- a 2 adults when in excess of £3,000
- b 3 adults when in excess of £6,000.

#### 4 Self Fill Automated Teller Machines (ATM) Condition

It is a condition precedent to liability for Money in a self fill automated teller machine (ATM) at the Premises that the ATM should be filled with cash sufficient for one days trading only and must be filled whilst the Premises are locked and customers are excluded from the Premises.

In addition, where the ATM is installed inside the Building:

- a the cash must be removed from the ATM whilst the Premises are locked and customers are excluded from the Premises and placed in a safe of adequate security (as agreed by the Insurer) for the amount of cash

- b the door to the ATM and the security container(s) within must be left open out of Business Hours
- c prominent notices must be placed around the perimeter and within the Premises stating that the ATM holds no cash when the Premises are closed for business
- d the ATM must be located within the Premises as far away from accessible doors and windows as is reasonably practicable and secured to the floor by a proprietary fixing system installed by the ATM installer.

#### 5 Fair Presentation

If a claim is made under Cover C of this Section, the Insurer will not invoke the remedies which might otherwise have been available to it under Policy Condition 15 (Fair Presentation of the Risk) as against the Insured, if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular partner, director or employee. If the partner, director or employee concerned or the Insured on their behalf makes a careless misrepresentation of facts, the Insurer may invoke the remedies available to it under Policy Condition 15 as against that partner, director or employee only, as if a separate insurance contract had been issued to such person, leaving the remainder of the Policy unaffected.

#### 6 Fraudulent Claims

If any fraud to which Policy Condition 10 (Fraud) relates is perpetrated by or on behalf of an Insured Person (and not on behalf of the Insured), Policy Condition 10 should be read as if it applies only to that Insured Person's claim and references to the Policy should be read as if they were references to the cover effected for that person alone and not to the Policy as a whole.

## Section 3 – Business Interruption

(This Section only applies if stated in the Schedule)

### Definitions

#### Annual Income

The Income during the 12 months immediately before the date of the Damage.

#### Business

The Business shown in the Schedule, conducted solely from the Premises.

#### Income

The money paid or payable to the Insured in respect of work done and services rendered in the course of the Business.

#### Indemnity Period

The period beginning with the occurrence of the Damage and ending within the number of months shown in the Schedule during which the results of the Business are affected in consequence of the Damage.

#### Loss of Income Sum Insured

The Loss of Income Sum Insured shown in the Schedule.

#### Maximum Indemnity Period

Maximum indemnity period shown in the Schedule.

#### Outstanding Debit Balances

The total outstanding debit balances last recorded by the Insured under the provisions of Condition 4 (Data and Other Records) adjusted for:

- a bad debts
- b amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage) to the Insured's customers' accounts in the period between the date to which the total last recorded relates and the date of the Damage
- c any abnormal condition of trade which had or could have had a material effect on the Business

so that the figures adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the loss or Damage had the Damage not occurred.

#### Premises

Any of the Premises as defined in Section 1. Contents.

#### Standard Income

The Income during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.

#### Note (applies to Annual Income and Standard Income)

Adjustment shall be made as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting the Business either before or after the Damage, or which would have affected the Business had the Damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage.

### Cover

**A** For Loss of Income and Additional Expenses, the Insurer will indemnify the Insured up to the Sums Insured shown in the Schedule in respect of:

- 1** Damage resulting from interruption of or interference with the Business by any cause insured under Section 1. Contents to:
  - a any Building or other property at the Premises for the purpose of the Insured's Business provided that:
    - i at the time of the occurrence of the Damage there is in force an insurance covering the Insured's interest in the property against such Damage and
    - ii payment has been made or liability has been admitted unless such payment or liability has been excluded as being below a specified amount
  - b property in the vicinity of the Premises which prevents or hinders the use of the Premises
  - c any documents temporarily removed from the Premises

## Section 3 – Business Interruption continued

(This Section only applies if stated in the Schedule)

### Loss of Income

This insurance is limited to Loss of Income and Additional Cost of Working in connection with the Business at the Premises insured under Section 1. Contents and the amount payable as indemnity shall be:

- 1 in respect of Loss of Income – the amount by which the Income during the Indemnity Period shall, as a consequence of the Damage, fall short of the Standard Income
- 2 in respect of Additional Cost of Working – the additional expenditure necessarily and reasonable incurred for the sole purpose of avoiding or diminishing the Loss of Income which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the Loss of Income thereby avoided less any sum saved during the Indemnity Period in respect of business expenses and charges which cease or are reduced as a result of the Damage.

### Additional Expenses

This insurance is limited to the additional expenses, including the cost of obtaining temporary offices and expenses incidental to their occupation and additional employment costs and other abnormal expenditure necessarily and reasonably incurred by the Insured in consequence of the Damage during the Indemnity Period in order to continue the Business.

- B** For Outstanding Debit Balances, the Insurer will indemnify the Insured up to the Sum Insured shown in the Schedule in respect of Damage by any cause covered by Section 1. Contents to the Insured's books of account or other business books or records at the Premises shown in the Schedule which results in the Insured being unable to trace or establish the Outstanding Debit Balances in whole or in part due to the Insured.

### Outstanding Debit Balances

This insurance is limited to:

- 1 the difference between:
  - a the Outstanding Debit Balances and
  - b the total of the amounts received or traced in respect of such balances
- 2 the additional expenditure incurred with the Insurer's prior consent in tracing and establishing customers' debit balances after the Damage
- 3 the reasonable charges payable by the Insured to their professional accountants for producing any particulars or details of any other proofs, information or evidence as may be required by the Insurer under the terms of General Condition 6 of this Policy and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents.

Provided that the Insurer's liability during any one Period of Insurance shall not exceed the Sum Insured shown in the Schedule.

## Extensions

**(Subject to the terms conditions exclusions and limits of this Section and the Policy)**

Cover under this Section includes:

### 1 Work Done or Services Rendered

If during the Indemnity Period work is done or services are rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on the Insured's behalf, the money paid or payable in respect of such work or services shall be brought into account in arriving at the Income during the Indemnity Period.

## Section 3 – Business Interruption continued

(This Section only applies if stated in the Schedule)

### 2 Auditors Fees

The Loss of Income Sum Insured includes the reasonable charges payable by the Insured to their auditors for producing and certifying any particulars or details contained in the Insured's books of account or vital proofs, information or evidence as may be required under the terms of General Condition 6 of this Policy.

### 3 Supply Undertakings

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of Damage covered under Section 1 Contents to property at any electricity station or sub-station, gas works or water works of the supply undertaking from which the Insured obtains electric current, gas or water.

### 4 Food or drink poisoning, Legionellosis, vermin or pests, defective drains, murder, suicide or rape

Loss from interruption of or interference with the Business caused solely and directly by any of the undernoted Contingencies which shall be understood to be Business Interruption by an event covered by this Section, provided that all of the terms, conditions and provisions of this Section and the Policy (except insofar as they may be expressly varied by this Extension) and the undernoted Definitions and Special Conditions shall apply.

#### Contingencies

- A** the outbreak of food or drink poisoning causing illness in humans at the Premises or attributable to food or drink supplied from the Premises
- B** the discovery of an organism at the Premises likely to result in the outbreak of food or drink poisoning causing illness in humans
- C** the outbreak of Legionellosis at the Premises
- D** the discovery of vermin or pests at the Premises
- E** any accident causing defects in the drains or other sanitary arrangements at the Premises
- F** the occurrence of murder, suicide or rape at the Premises which causes restrictions on the use of the Premises on the order of a competent local authority during the Period of Insurance

Any reference to an event within the Section of the Policy to which this Extension relates shall, for the purposes of this Extension, mean the restrictions (or series of related restrictions) imposed on the use of the Premises by the competent local authority resulting from any outbreak, occurrence, discovery or accident constituting any of the aforementioned Contingencies.

An event will be deemed to occur on the date on which the restrictions associated with the Contingency are first imposed on the use of the Premises, irrespective of the period of time during which such restrictions remain in place and whether they are lifted and re-imposed or varied at a later date. However, the Policy requirement that the Insured shall have in force an insurance covering its interest in the property at the Premises against such event shall be deemed to have been complied with if the Insured has a valid claim under this Extension.

#### Definitions

Legionellosis means:

Human illness resulting from the discharge, release or escape of legionella from water tanks, water systems, air-conditioning plants, cooling towers and the like at the Premises.

Indemnity Period means:

The period during which the results of the Business shall be affected in consequence of any Contingency, beginning with the date from which the restrictions on the use of the Premises are first imposed and ending not later than the Maximum Indemnity Period thereafter. The Indemnity Period shall comprise a single, continuous period. It cannot be divided into more than one period or increased so as to exceed the Maximum Indemnity Period, where restrictions on the use of the Premises forming part of the Contingency are lifted and then reimposed at a later date or otherwise varied over time.

Maximum Indemnity Period means:

3 months.



## Section 3 – Business Interruption continued

(This Section only applies if stated in the Schedule)

Premises means:

Premises as defined in this Section and occupied by the Insured within the United Kingdom (excluding any Situation or Property shown in the Extensions to this Section).

Special Conditions

- 1** General Exclusion 14 Contagious and Infectious Disease shall not apply to this Extension.
- 2** The Insurer shall not be liable under this Extension for any Business Interruption:
  - a** that does not involve use of the Premises being restricted on the order of a competent local authority for at least 12 consecutive hours
  - b** incurred during any period other than the actual period during which use of the Premises is restricted on the order of the competent local authority
  - c** where the restrictions (or series of related restrictions) on the use of the Premises were first imposed prior to the Period of Insurance
  - d** to the extent that the same or similar loss would have been suffered as a result of restrictions imposed or advice given by a competent authority (including at local and governmental level) due to any outbreak of food or drink poisoning causing illness in humans or Legionellosis, or discovery of an organism likely to result in food or drink poisoning causing illness in humans or Legionellosis, or the presence of vermin or pests, occurring or extending beyond the Premises.
- 3** The Insurer shall not be liable under this Extension for any costs incurred in the decontamination, cleaning, repair, replacement, recall or checking of any property.
- 4** The liability of the Insurer under this Extension shall not exceed £50,000 in total in respect of all Events combined occurring during any one Period of Insurance, irrespective of whether such Events arise out of the same or different Contingencies or involve more than one Premises.

For the avoidance of any doubt, and notwithstanding any provision of the Policy to the contrary, the limit of liability will not be reinstated following a claim, such that any payment made on a claim under this Extension shall reduce the limit of liability available in respect of other claims under this Extension.

- 5** The Insured, in so far as is reasonably practical, shall ensure compliance with the Health and Safety Executive's Approved Code of Practice – Legionnaire's Disease: The control of legionella bacteria in water systems, and any supplementary, replacement or amending Code of Practice issued by the Health and Safety Executive. Payment of any claim arising out of Contingency C (Legionellosis) is conditional upon compliance with this Code of Practice.

### **5 Records Removed and in Transit**

The amount of any loss ascertained in accordance with the provisions of this Section resulting from Damage:

- a** in any premises within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands occupied by persons acting on the Insured's behalf and to which the Insured's books of accounts or other records are temporarily removed
- b** to the Insured's books of account or other business books or records whilst in transit within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

### **6 Subsidence, Ground Heave or Landslip**

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of Damage caused by subsidence or ground heave of any part of the site on which the property stands, or landslip excluding:

- a** Damage resulting from:
  - i** the normal settlement or bedding down of new structures
  - ii** the settlement or movement of made-up ground
  - iii** coastal or river erosion
  - iv** defective design or workmanship or the use of defective materials

## Section 3 – Business Interruption continued

(This Section only applies if stated in the Schedule)

- v fire, subterranean fire, explosion, earthquake or escape of water from any tank, apparatus or pipe

- b Damage which commenced prior to the inception of this Section
- c Damage occurring as a result of demolition construction structural alteration or repair of any property or groundworks or excavation, all at the same Premises
- d the first £1,000 of each loss at each separate Premises.

**Special Condition** – This Extension shall be avoided if the risk is increased by reason of demolition groundworks excavation or construction being carried out on the same or any adjoining site.

### 7 Lottery Winners

In the event an Employee or group of Employees resigns from his/her or their post(s) within the Business as a direct consequence of their securing a win in a Lottery cover extends to include the additional costs and/or expenses the Insured incurs, including but not limited to

- 1 recruitment and additional overtime costs
- 2 the cost of employing temporary staff for amounts in excess of permanent full time rates of payment.

Provided that

- a the Employee or group of Employees resigns within 14 days from the date of the successful Lottery win, and
- b the amount won by any one Employee is not less than £100,000
- c the Insurer's liability shall not exceed £25,000

For the purposes of this clause the following definitions apply

#### Indemnity Period

The period during which the Business results are affected due to an Employee or group of Employees resigning from his/her or their post(s) within the Business as a direct consequence of their securing a win in a Lottery, starting from the date of the first resignation and ending no later than the Maximum Indemnity Period.

#### Maximum Indemnity Period

One month.

#### Lottery

- UK National Lottery Prize Draws including Scratchcards
- UK National Football Pools
- Euro Millions Lottery
- Irish National Lottery
- UK Premium Bond Prize Draws.

### 8 Essential Personnel

Cover extends to include additional expenditure necessarily and reasonably incurred by the Insured during the Indemnity Period as a consequence of the death or permanent disablement of any principal, director or partner of the Insured by accidental and external means preventing the carrying out of their usual employment or occupation for the sole purpose of avoiding or diminishing any interruption of or interference with the Business carried on by the Insured at the Premises which but for that expenditure would have taken place during the Indemnity Period,

provided that

- i the Maximum Indemnity Period in respect of this clause shall not exceed 12 months
- ii the Insurer shall not be liable for more than £12,000 in respect of any one claim.

### 9 Failure of Supply

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of accidental failure of supply of

- i electricity at the terminal ends of the services provider's feeders at the Premises subject to a limit of £25,000
- ii gas at the service provider's meters at the Premises subject to a limit £25,000
- iii water at the service provider's main stop cock serving the Premises subject to a limit £25,000



## Section 3 – Business Interruption continued

(This Section only applies if stated in the Schedule)

- iv** land based telecommunications services (excluding intranet or extranet services) at the incoming line terminals or receivers at the Premises subject to a limit £100 per day in respect of any one failure and £2,500 in respect of all failures in any one Period of Insurance

Provided that:

- a** in respect of the supply of land based and other telecommunications services the Maximum Indemnity Period shall not exceed 3 months
- b** the Insurer shall not be liable for any Business Interruption
  - i** which does not involve a cessation of supply for at least 4 consecutive hours in respect of the supply of electricity, gas or water services and for at least 12 consecutive hours in respect of the supply of land based and other telecommunications services
  - ii** resulting from the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply or services not performed for the sole purpose of safeguarding life or protecting the supply undertaking's system
  - iii** resulting from failure caused by strikes or any labour or trade dispute drought other atmospheric or weather conditions, but this shall not exclude failure due to damage caused by such conditions
  - iv** caused by or arising from or attributable to the failure of any overhead transmission and distributing lines and their supporting structures, other than those within 1 mile of the Premises
  - v** resulting from the failure of telecommunications services via satellite due to the failure of any satellite prior to its attaining its full operating function or whilst in or beyond the final year of its design life in the event of temporary interference with the transmissions to and from satellites due to atmospheric weather, solar or lunar conditions resulting from the transfer of the Insured's satellite facility to another party
  - vi** as insured under the Supply Undertakings Extension

### 10 Suppliers Premises

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of Damage caused by any Event covered under Section 1 Contents to property at the premises of any of the Insured's suppliers Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, except for Damage

- a** to property not within the premises
- b** while the premises are lent, let or sub-let in whole or in part
- c** caused by or arising from:
  - i** theft or attempted theft unless following upon or followed by forcible and violent entry to or exit from the premises
  - ii** error or omission or shortages revealed at stocktaking
  - iii** frost, landslip, subsidence, ground heave or settlement
  - iv** wear and tear, inherent defect
  - v** rot, mildew, rust, corrosion
  - vi** insects, woodworm, vermin
  - vii** dyeing, cleaning, repair, renovation, marring or scratching
  - viii** electronic, electrical or mechanical breakdown, failure or derangement
  - ix** faulty manipulation, design, plan, specification or materials
  - x** gradual deterioration, market depreciation
  - xi** overwinding and internal damage to clocks
  - xii** changes in temperature, dampness, dryness, shrinkage, evaporation, loss of weight, contamination, change on colour, flavour, texture or finish.
- d** in respect of any Building that is Unoccupied.

The Insurer's liability under this Extension in respect of any one location is limited to £25,000

## Section 3 – Business Interruption continued

(This Section only applies if stated in the Schedule)

### Section Exclusions

The Policy Exclusions of this Policy apply to this Section and in addition it does not cover:

- 1 deliberate falsification of business records
- 2 mislaying or misfiling of tapes
- 3 the deliberate act of the Electricity Authority in restricting or withholding electricity supply
- 4 wear and tear and gradual deterioration, vermin, rust, damp or mildew
- 5 the connivance of any employee.

### Section Conditions

**The Policy Conditions of this Policy except 13 and 14 apply to this Section and in addition:**

#### 1 Alteration

Unless the Insurer agrees in writing, cover under this Section shall automatically cease if during the Period of Insurance:

- a the Business is wound up or carried on by a liquidator or receiver or permanently discontinued
- b the interest of the Insured ceases other than by death.

#### 2 First Financial Year

In the event of the loss occurring before the end of the first financial year of the Business the results of the Business to the date of the damage shall be used as a basis upon which to assess the loss, subject otherwise to all the terms and conditions of this Section.

#### 3 Material Damage

It is a condition precedent to any liability under this Section (other than in respect of the prevention or hindrance of the use of the Premises) that there be in force an insurance covering the Insured's interest in the property at the Premises against such Damage and payment shall have been made or liability admitted under such insurance.

#### 4 Data and Other Records

It is a condition precedent to liability that the Insured shall:

- a back up Data daily
- b keep duplicates of Data
- c store records either in a fireproof cabinet or safe, or alternatively at other premises
- d at the end of each month, record the total amount in their customers' account at that time.

## Section 4 – Liabilities

(This Section only applies if stated in the Schedule)

### Definitions

#### Act of Terrorism

Any 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.

#### Asbestos

Asbestos or fibres or particles of asbestos or any material containing asbestos.

#### Business

The business shown in the Schedule conducted solely from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man which includes:

- a** the ownership, maintenance and repair of Premises used for the business
- b** the provision and management of canteens, social, sports or welfare organisations for the benefit of Employees and the Insured's ambulance, first aid and fire services
- c** the execution of private duties by Employees of the Insured for any partner, director or senior official of the Insured.

#### Employee

- a** Any person under a contract of service or apprenticeship with the Insured
- b** Any of the following persons whilst working for the Insured in connection with the Business:
  - i** any self-employed person providing labour only
  - ii** any person who is borrowed or hired by the Insured
  - iii** any trainee or person undergoing work experience.
  - iv** any voluntary helper.

### Geographical Limits

- a** Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.
- b** any member of the European Union.
- c** elsewhere in the world in respect of Injury or Damage caused by or arising from non-manual activities of any person normally resident within the territories specified in part **a** of this Definition and occurring during any journey or temporary visit.

### Injury

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

### Limit of Indemnity

The Limit of Indemnity stated in the Schedule.

### Offshore Installations

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

### Pollution or Contamination

- a** all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- b** all Injury, loss or damage directly or indirectly caused by such pollution or contamination.

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

### Products

Any goods or other property sold, supplied, delivered, installed, erected, repaired, administered, altered, treated or tested by the Insured in connection with the Business and not in the Insured's charge or control.

## Section 4 – Liabilities continued

(This Section only applies if stated in the Schedule)

### Cover

#### Event 1 – Employers' Liability

The Insurer will indemnify the Insured against legal liability to pay compensation and claimants costs and expenses in respect of Injury sustained by any Employee arising out of and in the course of the employment or engagement of such person by the Insured in connection with the Business and caused within the Geographical Limits during the Period of Insurance provided that any action for compensation in respect of such Injury is brought in a Court of Law within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or a member country of the European Union.

#### Event 2 – Public Liability

The Insurer will indemnify the Insured against legal liability to pay compensation and claimants costs and expenses in respect of accidental:

- A** Injury to any person except as provided under Event 1 – Employers' Liability
- B** Damage to material property
- C** nuisance, trespass or interference with any easement or right of way, light, air or water resulting in financial loss

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

#### Costs and Expenses

The Insurer will pay costs and expenses incurred by it or with its written consent:

- a** in connection with the defence of any claim
- b** for representation of the Insured:
  - i** at any Coroner's Inquest or Fatal Accident Inquiry in respect of death
  - ii** at proceedings in any Court of Summary Jurisdiction or on indictment in any higher Court in respect of any alleged breach of statutory duty resulting in Injury or Damage

which may be the subject of indemnity under this Section.

### Limits of Indemnity

- a** Under Event 1 – Employers' Liability the Insurer's liability for all compensation costs and expenses payable in respect of any one claim or series of claims arising out of one occurrence shall not exceed the limit stated in the Schedule.
- b** Under Event 2 – Public Liability the Insurer's liability for all compensation and claimants costs and expenses payable in respect of:
  - i** any one claim or series of claims arising out of one occurrence
  - ii** all claims arising from Pollution or Contamination which is deemed to have occurred during any one Period of Insurance

shall not exceed the limit stated in the Schedule.

- c** Under Event 2 – Public Liability in respect of claims against the Insured made within the legal jurisdiction of the United States of America or Canada or any dependency or trust territory the Limit of Indemnity shall be inclusive of the amount of all:
  - i** claimants costs and expenses
  - ii** costs and expenses incurred by the Insurer or with its written consent in connection with the defence of such claims.
- d** Under Event 1 – Employers' Liability the Insurer's liability shall not exceed £5,000,000 in respect of an Act of Terrorism.
- e** Under Event 2 – Public Liability the Insurer's liability shall not exceed the limit of indemnity shown in the Schedule or £5,000,000 (whichever is the lesser) in respect of an Act of Terrorism.
- f** in respect of the indemnity provided under this Section for Extension 9 – Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs:
  - i** the Insurer's liability shall not exceed £5,000,000 or the Limit of Indemnity (whichever is lesser) in any one Period of Insurance
  - ii** all amounts payable will form part of and not be in addition to the Limit of Indemnity

iii where the Insurer has already indemnified the Insured in respect of legal costs or expenses incurred in connection with the defence of criminal proceedings (including appeals against conviction arising from such proceedings) arising out of the same cause or occurrence which gave rise to said proceedings under another Section of the Policy the amount paid under that Section shall contribute to the maximum amount payable under this Section.

If the Insurer alleges that by reason of limitation **d** and **e** any Damage cost or expenses is not covered the burden of proving the contrary shall be upon the Insured.

## Extensions

**(Subject to the terms conditions exclusions and limits of this Section and the Policy)**

### 1 Personal and Guest's Effects

Exclusion **2** of this Section shall not apply to personal effects or vehicles belonging to any partner, director, Employee, guest or visitor of the Insured.

### 2 Leased, Rented or Hired Premises

Exclusion **2** of this Section shall not apply to premises (including their fixtures and fittings) leased, rented or hired to the Insured except where liability attaches to the Insured solely under the terms of any tenancy or other agreement.

### 3 Indemnity to Other Parties

If the Insured so requests the Insurer will indemnify the following parties:

**a** any officer or committee member or other member of the Insured's canteen, social, sports or welfare organisations or ambulance, first aid or fire services against liability incurred in such capacity

**b** any of the Insured's partners, directors or Employees against liability incurred in such capacity and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured

as though each such party was individually named as the Insured in this Section

**c** any principal for whom the Insured is carrying out any work under any contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured but only to the extent required by the terms and conditions of such contract or agreement.

Provided that:

**i** any person claiming indemnity shall observe fulfil and be subject to the terms and conditions of this Section and the Policy Conditions in so far as they can apply

**ii** the Insurer's liability to the Insured and all parties indemnified shall not exceed in total the Limit of Indemnity shown in the Schedule.

### 4 Health and Safety at Work – Legal Defence costs

The Insurer will indemnify the Insured (and if they so request any of their partners, directors or Employees) subject to the terms of this Section in respect of:

**a** costs and expenses incurred with the Insurer's written consent

**b** costs and expenses of the prosecution awarded against any such party

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 alleged to have been committed during the Period of Insurance in connection with the Business.

## Section 4 – Liabilities continued

(This Section only applies if stated in the Schedule)

Provided that:

- 1 The Insurer shall have the absolute conduct and control of all the said proceedings and appeals.
- 2 The Insurer will not pay for:
  - a fines or penalties of any kind
  - b proceedings or appeals in respect of any deliberate or intentionally criminal act or omission
  - c costs or expenses insured by any other policy.

### 5 Contingent Motor Liability

Exclusion **4ai** of this Section shall not apply to liability arising out of the use in connection with the Business of any vehicle not owned, provided or being driven by the Insured:

- a but this does not cover any such liability:
  - i in respect of Damage to the said vehicle
  - ii arising out of any such use in any country outside the European Union
  - iii incurred by any party other than the Insured and Extension 3 shall not apply
- b For the purposes only of this Extension paragraph **A** of Event 2 – Public Liability shall read Injury to any person.

### 6 Joint Insured – Cross Liabilities

If more than one party is named as the Insured in the Schedule, this Section shall apply as though each was insured separately, provided that the Insurer's liabilities to all parties indemnified shall not exceed in total the Limit of Indemnity shown in the Schedule.

### 7 Unsatisfied Court Judgements

If a judgement for compensation or costs in respect of Injury sustained by any Employee arising out of and in the course of employment or engagement by the Insured in connection with the Business and caused within the Geographical Limits during the Period of Insurance:

- a is obtained by such Employee in any Court situate in the territories specified in Geographical Limits **a** against any person or corporate body domiciled or operating from premises within such territories and
- b remains wholly or partly unsatisfied 6 months after the date of such judgement.

The Insurer will if the Insured requests pay to the said Employee the amount of any such compensation and costs to the extent that they remain unsatisfied.

Provided that:

- i there is no appeal outstanding
- ii the Employee shall have assigned the judgement to the Insurer.

### 8 Additional Extensions

Exclusion **6** of this Section shall not apply to liability arising out of:

- a any Products connected with:
  - i the provision and management of canteens, social, sports or welfare organisations for the benefit of Employees and the Insured's ambulance, first aid and fire services
  - ii the execution of private duties by Employees of the Insured for any partner, director or senior official of the Insured
- b any food or drink supplied to partners, directors, Employees or guests of the Insured
- c any premises disposed of by the Insured to which Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 applies

## Section 4 – Liabilities continued

(This Section only applies if stated in the Schedule)

- d the disposal of furniture and office equipment originally intended solely for use by the Insured in connection with the Business and which is no longer required for that purpose
- e the sale or supply of office stationery, brochures or promotional merchandise.

The Insurer will not pay for:

- i any liability which attaches to the Insured solely under the terms of an agreement other than:
  - a under any warranty of goods implied by law
  - b under any indemnity clause in any agreement between the Insured and any independent carrier in respect of Injury or Damage caused by Products entrusted to such carrier for transit by road, rail or waterway
- ii any Product installed or incorporated in any craft designed to travel in or through air or space and which to the Insured's knowledge was intended to be installed or incorporated in any such craft
- iii any claim made against the Insured in any country outside the European Union in which the Insured occupy premises or are represented by any resident Employee or holder of their Power of Attorney
- iv liability in respect of Damage caused by or arising from Products exported by the Insured or with the Insured's knowledge to the United States of America or Canada.

### 9 Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs

The Insurer will indemnify the Insured in respect of:

- a legal costs and expenses incurred with the prior written consent of the Insurer and
- b costs of the prosecution awarded against the Insured

in connection with the defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man in respect of any fatal injury sustained and caused during the Period of Insurance in the course of the Business and which may be subject to indemnity under this Section.

Provided that the Insurer agrees details of the specific solicitor or counsel who are to act on behalf of the Insured prior to their appointment.

The Insurer will not pay for:

- i any fines or penalties imposed on the Insured or the cost of implementing any remedial order or publicity order
- ii legal costs and expenses in connection with an appeal unless a solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the Insured at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed
- iii costs and expenses provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- iv costs and expenses in connection with the defence of any criminal proceedings brought in any country other than the Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
- v costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by the Insured or any partner or director of the Insured or any Employee.



## Section 4 – Liabilities continued

(This Section only applies if stated in the Schedule)

### 10 Court Attendance Compensation

If during the Period of Insurance any partner director or Employee of the Insured is required to attend court as a witness at the request of the Insurer in connection with a claim which is the subject of indemnity under this Section the Insurer will pay compensation to the Insured on the following scale for each day that attendance is required:

any director or partner	<b>£750</b>
any Employee	<b>£250</b>

### 11 Defective Premises Act 1972

The Insurer will indemnify the Insured in the terms of this Section against liability incurred by the Insured under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises or land disposed of by the Insured.

This Extension does not cover:

- a** the cost of rectifying any Damage or defect in the premises or land disposed of
- b** liability for which the Insured is entitled to indemnity under any other insurance.
- c** liability arising out of the presence of Asbestos.

### 12 Data Protection Act

The Insurer will indemnify the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability to pay compensation and claimants' costs and expenses in respect of distress under Section 168 of the Data Protection Act 2018 occurring as a result of a contravention of General Data Protection Regulation (GDPR) committed during the Period of Insurance within the United Kingdom and arising in connection with the Business provided that the Insured is registered with the Information Commissioner's Office.

The Insurer will not pay for:

- A** any distress caused by any deliberate act or omission by the Insured the result of which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission
- B** the payment of fines or penalties
- C** any distress caused by a Cyber Event
- D** the costs and expenses of replacing reinstating rectifying or erasing blocking or destroying any Data
- E** any distress caused by any act of fraud or dishonesty by the Insured
- F** any legal liability arising from the recording, processing or provision of Data for reward or to determine the financial status of any person.

For the purposes of this Extension:

Data includes but is not limited to Personal Data, facts, concepts and information, software or other coded instructions in a formalised manner useable for communications, interpretation or processing.

Personal Data means any information relating to an identified or Identifiable Natural Person.

An Identifiable Natural Person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

## Section 4 – Liabilities continued

(This Section only applies if stated in the Schedule)

Cyber Event means:

- a** any unauthorised Processing of Data by the Insured
- b** any breach of laws and infringement of regulations pertaining to the maintenance or protection of Data
- c** any Network Security Failure in the Insured's Sphere.

Processing means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Insured's Sphere means any system or device leased, owned, operated, or lost by or which is made available or accessible to the Insured for purpose of Processing Data.

Network Security Failure means any non-physical and technological failure of computer system security or other technological security measures leading to unauthorised access and/or theft of Data, loss of operational control of Data, transmission of virus or malicious code and/or denial of service.

The liability of the Insurer under this Extension shall not exceed £250,000 in the aggregate during the Period of Insurance inclusive of the amount of all claimants' costs and expenses and all costs and expenses incurred by the Insurer or with the written consent of the Insurer in connection with the defence of any claim.

### Section Exclusions

**In respect of Event 1 – Employers' Liability, Policy Exclusion 3 of this Policy and the following Exclusions 11 and 12 apply to this Section.**

**In respect of Event 2 – Public Liability, Policy Exclusions 2, 3 and 10 of this Policy and the following Exclusions 1 to 11 and 13 to 17 apply to this Section.**

This Section does not cover:

**1 any liability in respect of:**

- a** fines, penalties or liquidated damages
- b** aggravated, punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages

**2 liability in respect of Damage to any property belonging to or in the charge or the control of the Insured.**

**3 any liability in respect of:**

- a** Damage to any goods or other property sold, supplied, delivered, installed or erected by the Insured
- b** all costs of or arising from the need for making good, removal, repair, rectification, replacement or recall of
  - i** any such goods or other property
  - ii** any defective work executed by the Insured.

Provided that Exclusions **3a** and **3bi** shall not apply to liability in respect of Damage to said goods or other property if such Damage is caused by or arises from any alteration, repair or servicing work executed by the Insured under a separate contract.

## Section 4 – Liabilities continued

(This Section only applies if stated in the Schedule)

- 4** any liability arising out of the ownership, possession or use by the Insured or on their behalf of:
- a** any mechanically propelled vehicle or trailer attached thereto:
    - i** whilst on any road within the meaning of the Road Traffic Acts or other road traffic legislation, excepting liability arising out of the operation as a tool of any mechanical plant
    - ii** if such liability is insured by any other policy or is required by any traffic legislation to be the subject of compulsory insurance or other security
  - b** any aircraft or other aerial device made or intended to travel through air or space
  - c** any water-borne vessel or craft other than
    - i** those used for business entertainment purposes within inland waters
    - ii** hand propelled or sailing watercraft whilst within inland waters and not exceeding 75 feet in length
- 5** any liability for Injury, loss or damage arising out of or in connection with advice, design, formula, specification, inspection, certification or testing provided or performed for a fee by or on behalf of the Insured
- 6** in respect of Injury or Damage caused by or arising from Products:
- a** any liability which attaches to the Insured solely under the terms of an agreement other than:
    - i** under any warranty of goods implied by law
    - ii** under any indemnity clause in any agreement between the Insured and any independent carrier in respect of Injury or Damage caused by Products entrusted to such carrier for transit by road, rail or waterway
  - b** any Product installed or incorporated in any craft designed to travel in or through air or space and which to the Insured's knowledge was intended to be installed or incorporated in any such craft
  - c** any claim made against the Insured in any country outside the European Union in which the Insured occupy premises or are represented by any resident Employee or holder of their Power of Attorney
- 7** any liability in respect of:
- a** Pollution or Contamination occurring in the United States of America or Canada or any dependency or trust territory
  - b** Pollution or Contamination occurring elsewhere unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance
- 8** any liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other section had this insurance not been effected
- 9** liability arising from or as a consequence of any breach of professional duty or any error or omission in any medical advice, examination, prescription or treatment given by the Insured
- 10** liability caused by or arising from the making up, dispensing, sale, supply, prescription or exchange of any drugs, medicines, hypodermic needles or medical supplies or equipment of any kind
- 11** any liability in respect of Injury, loss or damage arising in connection with work on or travel to or from Offshore Installations

## Section 4 – Liabilities continued

(This Section only applies if stated in the Schedule)

**12** any liability in respect of Injury to any Employee arising out of the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security

- 13 a** Liability in any way caused by, arising from or contributed to by:
- i** exposure to or inhalation of Asbestos
  - ii** fear of the consequences of exposure to or inhalation of Asbestos
- b** Liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property arising out of the presence of Asbestos.

**14** Any loss, damage, expense or liability howsoever arising out of a Cyber Event.

This Exclusion does not apply to:

- i** Bodily injury, death, disease, illness, mental injury, mental anguish or nervous shock to any person
- ii** False arrest, false imprisonment, false eviction or malicious prosecution of any person
- iii** Loss of or damage to material property
- iv** Nuisance, trespass, obstruction or interference with any right of way, light, air or water
- v** Pollution or Contamination occurring other than in the United States of America or Canada, and caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

Subject otherwise to the terms, conditions and exclusion of this Policy.

For the purposes of this Exclusion the following Definitions apply:

Cyber Event means

- a** any unauthorised Processing of Data by the Insured
- b** any breach of laws and infringement of regulations pertaining to the maintenance or protection of Data
- c** any Network Security Failure in the Insured's Sphere

Data includes but is not limited to Personal Data, facts, concepts and information, software or other coded instructions in a formalized manner useable for communications, interpretation or processing.

Personal Data means any information relating to an identified or Identifiable Natural Person.

An Identifiable Natural Person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Processing means any operation or set of operations which is performed on Data or on sets of Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

## Section 4 – Liabilities continued

(This Section only applies if stated in the Schedule)

Damage to Data means any loss, destruction or corruption of Data. Any Damage to Data of a Third Party by the Insured is not deemed to be a Cyber Event if there is not any Network Security Failure involved.

Insured's Sphere means any system or device leased, owned, operated, or lost by or which is made available or accessible to the Insured for the purpose of Processing Data.

Network Security Failure means any non-physical and technological failure of computer system security or other technological security measures leading to unauthorized access and/or theft of Data, loss of operational control of Data, transmission of virus or malicious code and/or denial of service.

### 15 Any liability in respect of Abuse

For the purpose of this exclusion Abuse means:

- A** any actual or attempted conduct or contact of a sexual nature including but not limited to conduct or contact involving sexual gratification, discrimination, coercion, harassment or pressure of any kind
- B** any other act of ill treatment, maltreatment, restraint, violence, neglect, bullying, mental and/or physical cruelty, confinement, restriction of liberty, constraint, humiliation or discrimination, coercion, harassment or pressure of any kind.

### 16 any liability in respect of:

- A** any error or omission in any advice examination prescription or treatment given by the Insured
- B** any goods
  - i** used or supplied in connection therewith or
  - ii** dispensed, made up or manufactured by or for the Insured.

**17** any liability in respect of any Injury, loss, damage or Costs and Expenses directly or indirectly caused by, consisting of, arising out of, attributable to, or contributed to by:

- a** a Communicable Disease;
- b** the fear or threat (whether actual or perceived) of a Communicable Disease;
- c** the presence or suspected presence of Pathogens in or on Products, or at, in or on the Premises or property of any person or entity; or
- d** any action taken or advice given to prevent, reduce, control or mitigate the occurrence, outbreak, spread or effects of a Communicable Disease or any Pathogens,

irrespective of any other cause, occurrence or event operating concurrently, independently or in any sequence to cause the loss.

For the purposes of this exclusion:

Liability includes liability for compensation, interest and claimants' costs and expenses.

Loss includes any type of loss (including physical loss, purely financial loss, and interference with rights over or interests in property), loss of value, marketability or use of property.

Costs and Expenses means all costs and expenses, including but not limited to

- A** defence costs (including in relation to civil, regulatory or criminal proceedings);
- B** the costs of representation at any coroner's inquest or fatal accident inquiry;
- C** prosecution costs;

## Section 4 – Liabilities continued

(This Section only applies if stated in the Schedule)

- D** any cost to:
- i** clean-up, detoxify, decontaminate, or remove Pathogens from any property or Products, where the property or Products are or are feared to have been affected by Pathogens or a Communicable Disease;
  - ii** monitor or test for Pathogens or a Communicable Disease;
  - iii** recall or replace Products; or
  - iv** provide medical treatment for persons affected by a Communicable Disease

Communicable Disease means

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- A** the substance or agent includes, but is not limited to, a virus, bacterium, parasite, fungus, other organism, micro-organism or any variation there of, whether deemed living or not, and
- B** the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- C** the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage

Pathogen means

Any pathogen, other substance or agent capable of causing a Communicable Disease, including but not limited to a virus, bacterium, parasite, fungus, other organism, micro-organism, any variation or mutation thereof, whether deemed living or not.

## Section Conditions

**The Policy Conditions of this Policy except 3, 4, 13 and 14 apply to this Section and in addition:**

### 1 Compulsory Insurance Legislation

The indemnity granted by this Section in respect of Injury to any Employee is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the territories specified in Geographical Limits **a** but the Insured shall repay to the Insurer all sums paid by the Insurer which it would not have been liable to pay but for the provisions of such law.

### 2 Certificate of Employers' Liability

If this Policy or Section is cancelled any certificate of Employers' Liability insurance issued hereunder is similarly cancelled from the same date.

# Section 5 – Commercial Legal Expenses

(This Section only applies if stated in the Schedule)

The cover provided under this Section covers Claims where the Insured Person

- is first aware, or should have been aware of a dispute with a third party; or
- first becomes aware, or should have been aware, of a dispute with a third party relating to their legal rights; or
- first receives notification from HMRC or another relevant authority, of its intention to investigate or instigate an HMRC Investigation; and

notifies the Insurer of the same during the Period of Insurance.

## Definitions

In addition to the Policy Definitions the following Definitions also apply to this Section:

### Acts of Parliament

All Acts of Parliament referred to in this Section will include a reference to all Orders and Regulations made under them and to any subsequent amendments or re-enactments enforceable within the Territorial Limits.

### Any One Claim

All Claims or series of Claims including any appeal against a judgment or decision arising out of the same original cause, event or circumstance.

### Awards of Compensation

Basic Awards and Compensatory Awards in respect of an unfair dismissal claim made against the Insured by an employment tribunal, employment appeal tribunal or superior court, or associated settlements agreed as a result of negotiation, conciliation or arbitration proceedings and to which the Insurer's previous Consent has been given, other than

- a** any awards of compensation against the Insured for a redundancy payment or monies due under a contract of employment; or
- b** any award arising from a failure by the Insured to provide written reasons for dismissal; or
- c** any award or pay specified in a reinstatement or re-engagement order; or
- d** any financial benefit or compensation payable under any share option scheme or pension scheme.

### Basic Awards

Basic Awards are determined in accordance with section 119 of the Employment Rights Act 1996. For the avoidance of doubt Basic Awards do not include additional awards, protective awards, aggravated damages or interim relief.

### Claim

For the purposes of this Section a claim is any

- civil proceeding, excluding employment or taxation disputes, brought by or against an Insured Person; or
- employment claim brought against the Insured; or
- HMRC investigation into the tax affairs of the Insured; or
- criminal proceeding brought against an Insured person.

Provided that the Claim is made by or against the Insured and notified to the Insurer during the Period of Insurance, a Claim will be deemed to be made as follows:

- for civil cases, excluding employment or taxation disputes, the date the Insured Person is first aware or should have been aware of a dispute with a third party.
- for employment disputes the date when the Insured first receives a Claim Form (ET1) from an employment tribunal.
- for taxation disputes or investigations affecting the Insured's Business, the date when HMRC, or another relevant authority, first notifies the Insured of the intention to carry out an HMRC Investigation.
- for criminal cases, the date when the Insured Person receives a summons informing them criminal proceedings are being taken against them.
- for all cases involving possible changes to a statutory licence, the date when the Insured Person receives the decision of the relevant licensing authority informing them of their intention to suspend, revoke or alter the terms of the business licence.

### Compensatory Awards

The amounts awarded in accordance with section 123 of the Employment Rights Act 1996 at the discretion of an employment tribunal, employment appeal tribunal or superior court to compensate for loss of earnings and benefits. For the avoidance of doubt Compensatory Awards do not include additional awards, protective awards, aggravated damages or interim relief.



## Section 5 – Commercial Legal Expenses continued

(This Section only applies if stated in the Schedule)

### Commercial Tenancy Agreement

An agreement under which the Insured:

- a** lets the Premises to a Commercial Tenant; or
- b** occupies the Premises as a Commercial Tenant

in connection with the Business and in return for the payment of rent.

### Commercial Tenant

The lawful tenant who occupies the Premises for non-residential purposes.

### Contract

An actual or alleged contract, whether verbal or in writing to which the Insured is a party, for the sale, purchase, hire, service, supply or repair of goods or for the supply or purchase of a service. A Contract does not include:

- any actual or alleged contract with an Employee, sub-contractor or self-employed person for the purposes of employment activities; or
- any franchise or distribution agreement.

### Debt Recovery Service

The debt collection service nominated by the Insurer which is provided as an Additional Service to the Insured for the recovery of Undisputed Debts.

### Employee

Any person under a permanent full or permanent part time contract of service or apprenticeship with the Insured.

### Guideline Hourly Rates

The guideline hourly rates for solicitors set by the Senior Court Costs Office.

### HMRC

HM Revenue & Customs.

### HMRC Investigation

#### **a Tax Enquiry**

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

- i** includes a request to examine any aspects of the Insured's books and records; or
- ii** advises of a check of the Insured's whole tax return

#### **b VAT Disputes**

A dispute with HMRC following the issue of an assessment, written decision or notice of a civil penalty relating to the Insured's VAT affairs

#### **c Employer Compliance Dispute**

A dispute with HMRC concerning the Insured's compliance with Pay As You Earn, national insurance contributions or Construction Industry Scheme.

### Insured Person

The Insured and, at the request of the Insured, the Insured's proprietors, partners and directors and also all Employees acting in the normal course of their employment.

### Insurer

Allianz Insurance plc and any of its subsidiary companies.

### Jury Service Allowance

The payment of up to £100 per day to the Insured in respect of an Insured Person who is absent from work as a result of their attendance for jury service within the Territorial Limits, but only in so far as payment of such sum has been made by the Insured to the Insured Person under any contract of employment and cannot be recovered from the court. For every day the Insured Person is off work, including the time it takes to travel to and from the court, the payment will be the lesser of

- a** if the Insured Person works full time, 1/250th of the Insured Person's annual salary or wages; or
- b** if the Insured Person works part time, a proportion of the Insured Person's weekly salary or wages equivalent to one day's salary or wages; or
- c** £100.

## Section 5 – Commercial Legal Expenses continued

(This Section only applies if stated in the Schedule)

Payments will be calculated to the nearest half day (assuming a whole day is eight hours).

### Lawphone Legal Helpline

A telephone advisory service provided by the Insurer:

- a to advise the Insured on Business related legal matters and
- b for the Insured to report all Claims under this Section to the Insurer.

### Legal Expenses

Fees and Expenses

- a any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the Legal Representative on the Standard Basis up to the Guideline Hourly Rates incurred with the prior written consent of the Insurer in respect of any Claim, including costs and expenses of expert witnesses and those incurred by the Insurer in connection with such Claim.
- b any legal or professional fees, expenses or other disbursements incurred by other parties in pursuing or defending any Claim, insofar as the Insured Person is held liable in a civil court or tribunal to pay such costs or under a settlement made with another party with the Insurer's prior written consent, but excluding any costs which the Insured Person may be ordered to pay by a court of criminal jurisdiction.
- c any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the Legal Representative on the Standard Basis up to the Guideline Hourly Rates incurred with the prior written consent of the Insurer in an appeal, or in resisting an appeal, against the judgment of a relevant court or tribunal in respect of any Claim.
- d any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the Legal Representative at such rates, or in such amounts, as may be agreed with the prior written consent of the Insurer where it is necessary for an accountant to represent the Insured in connection with any Claim relating to an HMRC Investigation or subsequent appeal, but excluding any tax, interest and penalties demanded, assessed or requested by HMRC.

Legal Expenses do not include the payment of Value Added Tax (VAT) which is recoverable by the Insured Person from elsewhere.

### Legal Representative

A solicitor, barrister, accountant or any other appropriately qualified person that the Insurer appoints in the name of and on behalf of the Insured Person with the prior written agreement of the Insurer to act for the Insured Person in respect of any Claim in accordance with the terms of this Section.

### Reasonable Prospects of a Satisfactory Outcome

- a In civil proceedings and in all appeals, including employment tribunal disputes, Reasonable Prospects of a Satisfactory Outcome only exist if the Legal Representative advises that the Insured Person is more likely than not to succeed, assuming the case was determined at trial or other final hearing at first instance and the likely damages claimed and recovered by or against the Insured Person will exceed the Insured Person's own likely Legal Expenses.
- b In criminal proceedings and in all appeals, Reasonable Prospects of a Satisfactory Outcome only exist if the Legal Representative advises that
  - i the Insured Person is more likely than not to succeed in defending the prosecution assuming the case was determined at trial or other final hearing at first instance; or
  - ii the Insured Person is more likely than not to succeed in a significant mitigation of their sentence or fine where the Insured Person intends to plead guilty to the offence, or is advised to do so by the Legal Representative.
- c In an HMRC Investigation and in all appeals following an HMRC Investigation, Reasonable Prospects of a Satisfactory Outcome only exists if the Insured is more likely than not to succeed in reversing the decision made or reducing the liabilities alleged by HMRC.

## Section 5 – Commercial Legal Expenses continued

(This Section only applies if stated in the Schedule)

### Residential Tenancy Agreement

An assured tenancy agreement in writing, as defined in the Housing Act 1988, under which the Insured lets the Premises to a Residential Tenant in connection with the Business and in return for the payment of rent.

### Residential Tenant

The tenant named in the Residential Tenancy Agreement who occupies the Premises for residential purposes.

### Standard Basis

The normal method used by the court to assess Legal Expenses which the court decides are proportionate to the Insured Person's legal action and have been reasonably incurred by the Legal Representative and the Insured Person's opponent.

### Territorial Limits

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

For claims relating to personal injury – as above plus any member country of the European Union and Liechtenstein, Iceland, Norway and Switzerland.

### Undisputed Debt

Money and interest that has not been paid to the Insured under the terms of a Contract. An Undisputed Debt will exist if, in the opinion of the Debt Recovery Service or the Insurer, the other party to the Contract would not have a realistic chance of succeeding in defending any legal action taken in respect of the amount due.

### Witness Attendance Allowance

The payment of up to £100 per day to the Insured in respect of the Insured Person who is absent from work as a result of their attending as a witness for the Insured at a hearing, court, tribunal or arbitration within the Territorial Limits at the request of the Legal Representative with the Insurer's prior written consent, but only in so far as this is not otherwise recoverable by the Insured Person from the relevant hearing, court, tribunal or arbitration. For every day the Insured Person is off work, including the time it takes to travel to and from the court, the payment will be the lesser of

- a if the Insured Person works full time, 1/250th of the Insured Person's annual salary or wages; or
- b if the Insured Person works part time, a proportion of the Insured Person's weekly salary or wages equivalent to one day's salary or wages; or
- c £100.

Payments will be calculated to the nearest half day (assuming a whole day is eight hours).

### Limit of Indemnity

The maximum amount the Insurer is liable to pay under this Section is the Limit of Indemnity shown on the Schedule.

## Section 5 – Commercial Legal Expenses continued

(This Section only applies if stated in the Schedule)

### Cover

The Insurer agrees to pay up to the Limit of Indemnity and on behalf of the Insured Person:

- a** Legal Expenses;
- b** Awards of Compensation;
- c** Jury Service Allowance; and
- d** Witness Attendance Allowance

incurred by the Insured Person in the pursuit or defence of any Claim:

- a** brought within the Territorial Limits; and
- b** made and first notified to the Insurer within the Period of Insurance; and
- c** arising from the Insured's Business.

Provided that

- a** the Insured Person first became aware or should have been aware of the dispute, and reported this to the Insurer during the Period of Insurance; and
- b** Reasonable Prospects of a Satisfactory Outcome exist at all times; and
- c** for employment disputes only, the Insured has consulted with and followed the advice of Lawphone Legal Helpline, another solicitor or a suitably qualified person; and
- d** for breach of Residential Tenancy Agreement only, the Insured has consulted with and followed the advice of Lawphone Legal Helpline, another solicitor or a suitably qualified person as soon as the Insured is aware they wish to pursue a claim to enforce their legal rights.

### Section Exclusions

In addition to the Policy Exclusions the Insurer will not provide any cover where the Claim relates to or arises out of the following.

- 1** Any cause, event or circumstance occurring prior to or existing at the inception or on or after the renewal of this Section and which the Insured Person knew, or ought to have known, may give rise to a Claim by or against the Insured Person.
- 2** Any employment issue where the Insured has not consulted with, and followed the advice of, Lawphone Legal Helpline or any other solicitor or suitably qualified person before taking any action or making any decision which might give rise to a Claim against the Insured, such as making any significant changes to an Employee's contract or taking any action which leads to the giving of a formal warning to, or the dismissal of (including redundancy), an Employee. The Insured should be able to evidence that advice received has been followed.
- 3** Any dispute which arises out of the establishment of, or failure to establish, a transfer of employment under the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Acquired Rights Directive 2001 or a breach, or alleged breach, of either.
- 4** Any matter relating to a tax avoidance scheme. For the avoidance of doubt a tax avoidance scheme is any matter which is, or may be, notifiable to HMRC under the regulations for Disclosure of Tax Avoidance Schemes (DOTAS) or the disclosure regime for VAT.

## Section 5 – Commercial Legal Expenses continued

(This Section only applies if stated in the Schedule)

**5** Any matter or investigation conducted by HMRC Fraud Investigation Service or Specialist Investigations, or conducted under the HMRC Civil Investigation of Fraud, Code of Practice 9, or Criminal Investigations procedures or conducted under the General Anti-Abuse Rule.

**6** Any claim relating to or arising from the following alleged activities:

- i** Fraud, money laundering, bribery offences, breaches of international sanctions, theft or other dishonest activities; or
- ii** Offences against another person including but not limited to violence or sexual offences; or
- iii** Criminal proceedings relating to the manufacture, distribution or use of weapons, alcohol, drugs, indecent or obscene materials; or
- iv** Any enquiry, investigation or criminal proceedings by HMRC into alleged dishonest or alleged criminal activities; or
- v** Pollution

**7** For all matters relating to statutory licences there is no cover for:

- i** Any claim or appeal arising out of a hearing which took place because of a commercial decision made by the Insured Person in relation to the Business; or
- ii** Any claim or appeal following a hearing the Insured Person knew about, or should reasonably have known about, before this Section commenced; or
- iii** Any claim or appeal against a decision involving a statutory licence in respect of which the Insured Person has made an appeal in the 12 months before this Section commences; or

- iv** Any disciplinary or internal procedures conducted by authorities charged with the regulation of the Insured Person in the performance of their normal Business activities, or any appeal following such procedures; or
- v** Any suspension, revocation, alteration or refusal to renew a statutory licence which is required by Acts of Parliament or national or local government regulation or order.

For the avoidance of doubt a statutory licence is a licence or certificate of registration issued under statute, statutory instrument or by a Government or local authority to the Insured Person and which is required to enable the Insured Person to carry on the normal activities of the Business.

**8** The pursuit by the Insured of an Undisputed Debt.

**9** Commercial Tenancy Agreements, Residential Tenancy or leasehold Agreements where the dispute

- i** relates to service charges, tax, planning or building regulations or decisions; or
- ii** relates to the renewal of a Commercial Tenancy Agreement or Residential Tenancy or leasehold Agreements; or
- iii** is over the freehold, leasehold, commonhold or title of the Premises; or
- iv** is with Government or local authority departments concerning the imposition of rates or other local taxes.

## Section 5 – Commercial Legal Expenses continued

(This Section only applies if stated in the Schedule)

- 10** A dispute arising from a breach or alleged breach of a professional duty by an Insured person arising out of or in connection with any
  - i** advice or specification; or
  - ii** error or omission in any advice.
- 11** An enquiry under Public Notice 160 or Section 60 of the VAT Act 1994.
- 12** Any matter concerning IR35 legislation.
- 13** Any dispute concerning computer hardware, software, systems or services designed or adapted specifically for the Business.
- 14** Any adjudication or arbitration whether formal or informal.
- 15** A deliberate, conscious, intentional or reckless act or statement by the Insured Person or where the Insured Person has shown wilful disregard for the need to take all reasonable steps to avoid, prevent and limit the extent of any such Claim.
- 16** An allegation of libel, slander or malicious falsehood including defamation or injury to reputation.
- 17** An application for a private prosecution, judicial review or other challenge to any legislation or proposed legislation or the decision of any public body.
- 18** Assignment, bailment, bills of exchange, credit, securities or guarantees.
- 19** Legal Expenses, Awards of Compensation, Jury Service Allowance or Witness Attendance Allowance incurred without the Insurer's prior written Consent.
- 20** Fines, aggravated or liquidated damages or other penalties imposed by a court, tribunal or regulator, including any costs awarded against the Insured person following criminal proceedings.
- 21** Any dispute between the Insured Person and the Insurer or between the Insured Person and the Legal representative in respect of a Claim under this Section, or between the Insured and the provider of any Additional Service or telephone helpline available under this Section.
- 22** Any dispute between individuals comprising the Insured or with any subsidiary, parent or associated company of the Insured including any dispute with an existing or former employee, director or shareholder or arising from a shareholding agreement, a partnership agreement or a trust.
- 23** Patents, copyrights, trademarks, merchandise marks, registered designs or other intellectual property, breach of secrecy or confidentiality, passing off actions or restrictive covenants (this does not apply to employment restrictive covenants).
- 24** Defending the Insured Person in any legal proceedings arising from alleged or actual breach of any duty owed by that person as a director or officer of the Insured, other than in relation to the Insured Person's activities as a pension trustee.
- 25** Legal Expenses or other expenses incurred by the Insured which relate to the preparation of accounts, self assessment activities or any work carried out prior to the commencement of the HMRC Investigation.
- 26** Any HMRC compliance check or dispute with HMRC concerning the Insured's compliance with regulations relating to the National Minimum wage or the National Living Wage.
- 27** Any HMRC enquiry which is not shown in the definition of HMRC Investigation.

## Section 5 – Commercial Legal Expenses continued

(This Section only applies if stated in the Schedule)

- 28** Any dispute arising out of the amount payable under an insurance policy.
- 29** Any dispute arising out of damage caused to motor vehicles.
- 30** Any dispute relating to the eviction of persons who are not Tenants from the Insured's Property or the repair of damage to the Insured's Property from persons who have been evicted and are not Tenants.
- 31** Any Residential Tenancy claim where the Insured has not followed Claims Process Condition 1 Important procedure for Breach of Residential Tenancy Agreement.
- 32** Any Residential Tenancy claim where the Insured has not complied with all relevant legislation placed on landlords or where a written Residential Tenancy Agreement is not in place.
- 33** Residential Tenancy disputes where the Residential Tenant is a sub-let or part of a multi-occupation.
- 34** Any Residential Tenancy claims where the Insured or the Insured's agent are in breach of Section 213 of the Housing Act 2004 in relation to the deposit.
- 35** Any Residential Tenancy disputes where the Insured has not obtained satisfactory credit references for the tenant or a guarantor.
- 36** Any Claim in respect of which the Insured Person is entitled to an indemnity or contribution under any other Section of this Policy.
- 37** Any dispute with Allianz Insurance plc or any of its subsidiary companies.
- 38** Any matter involving the defence of a personal or bodily injury claim (including psychiatric injury or stress).

### Section Conditions

**In addition to the Policy Conditions, the following also apply to this Section.**

#### **A General Conditions**

##### **1 Arbitration**

Any dispute between the Insured Person and the Insurer concerning this Section shall be referred to a single arbitrator who will be either a solicitor or barrister agreed upon by the parties or failing agreement one who is nominated by the President of the appropriate Law Society or by the Chairman of the Bar Council or equivalent professional body within the Territorial Limits.

All the costs of the arbitration shall be met in full by the party against whom the arbitration award is made unless that person made the other an earlier without prejudice offer which was more favourable than the arbitration award. If the arbitration award is not clearly made against one party the arbitrator will have the power to apportion costs. If the arbitration award is made in the Insurer's favour, the Insured Person's costs will not be recoverable under this Section. The arbitration award will be final and binding upon both the Insured Person and the Insurer and cannot be the subject of an appeal.

##### **2 Maintenance of Records**

It is a condition precedent to the Insurer's liability to provide Cover under this Section that the Insured has kept and maintained reasonable books and records. Where the Insured is a corporate organisation such books and records must have been kept in accordance with the Companies Acts.

##### **3 Disclosure of the Existence of this Section**

The Insured Person and the Legal Representative must not reveal the existence of this Section to any other person or entity unless the Insurer has given prior written consent or is ordered to do so by a court.



## Section 5 – Commercial Legal Expenses continued

(This Section only applies if stated in the Schedule)

### 4 Assignment

This Section may not be assigned by the Insured Person or by the Insured Person's executors or administrators.

### B Claims Process Conditions

#### 1 Notification of Claims

It is a condition precedent to the Insurer's liability to provide Cover under this Section that the Insured Person notifies the Insurer in writing, by the completion of a claim form, or in another way confirmed by the Insurer in writing to the Insured Person

- i immediately after the Insured Person becomes, or should have become, aware of any event or circumstance which gives rise to a Claim involving the Insured Person; and
- ii immediately following receipt of any letter or other notification of a claim, claim form, summons or other legal process.

If the Insured Person fails to notify the Insurer of such event or circumstance during the same Period of Insurance in which the Insured Person first became aware of it, the Insurer will not provide cover for any Claim arising from that event or circumstance. When such a notification has been given, any subsequent Claim in respect of the event or circumstance notified will be treated as though the Claim had been first notified to the Insurer during the same Period of Insurance in which notification of the original event or circumstance occurred.

#### Important procedure for employment disputes

If a **Claim Form (ET1)** is received from an employment tribunal it is a condition precedent to the Insurer's liability that the Insured must **immediately** complete a claim form and forward it to the Insurer, to arrive no later than 7 days after receipt of the **Claim Form (ET1)**. **Response Form (ET3)**, which should be left blank, must also be sent to the Insurer.

#### Important procedure for criminal proceedings

If a summons is received by the Insured notifying of criminal proceedings involving the Insured it is a condition precedent to the Insurer's liability that the Insured must **immediately** contact the Insurer and forward a copy of the summons to the Insurer, to arrive no later than 7 days after receipt of the summons by the Insured.

#### Important procedure for breach of Residential Tenancy Agreements

If the Insured believes the Residential Tenancy Agreement has been breached, and the Insured wants to pursue a claim to enforce their legal rights, it is a condition precedent to the Insurer's liability that the Insured contact Lawphone prior to contacting or appointing a solicitor. The Insurer will appoint a legal Representative for all claims relating to breach of Residential Tenancy Agreements.

### 2 Consent

It is a condition precedent to the liability of the Insurer to provide Cover under this Section that the Insured Person first obtain the Insurer's prior written agreement ("Consent") to

- i provide cover under this Section in respect of the Claim; and
- ii incur Legal Expenses; and
- iii pay Awards of Compensation, Jury Service Allowance or Witness Attendance Allowance.

Consent will only be given if the Insured Person can satisfy the Insurer that:

- a there are Reasonable Prospects of a Satisfactory Outcome and
- b in a particular case, it is reasonable for Legal Expenses to be incurred and/or for the Insurer to agree to meet any Awards of Compensation, Jury Service Allowance or Witness Attendance Allowance to be accepted under this Section.

## Section 5 – Commercial Legal Expenses continued

(This Section only applies if stated in the Schedule)

If the Insurer and the Legal Representative do not agree on whether Reasonable Prospects of a Satisfactory Outcome exist, then the Insurer will seek the opinion of another legally qualified advisor or other expert appropriate to the Claim whom it considers it necessary to consult. If that advisor or expert's opinion differs from that of the Legal Representative, their opinion shall be substituted for that of the Legal Representative for the purposes of determining whether or not Reasonable Prospects of a Satisfactory Outcome exist.

In all cases the Insured Person will be advised in writing of the granting or refusal of Consent.

### 3 Dealing with the Claim

If the Insurer grants Consent a Legal Representative will be instructed and will then act in accordance with Claims Process Condition 8.

The Insurer may withdraw Consent previously given at any time if facts become known which would mean that a particular Claim should not have been accepted under the terms of this Section or if there are no longer Reasonable Prospects of a Satisfactory Outcome. Provided there has been full compliance with the Section terms the Insurer agrees to indemnify the Insured Person in respect of Legal Expenses, Jury Service Allowance or Witness Attendance Allowance incurred up to the date when the Insurer notified the Insured Person that Consent had been withdrawn.

If the Insured Person decides to proceed with the pursuit or defence of a Claim to which the Insurer has refused to give Consent and is subsequently successful the Insurer will, subject to the terms, exclusions and conditions of this Section, pay Legal Expenses, Jury Service Allowance or Witness Attendance Allowance as if the Insurer had given Consent at the outset.

### 4 Duty of the Insured Person to Minimise Claims

In respect of any Claim for which Consent has been granted under the Section the Insured Person must take all reasonable measures to minimise the Legal Expenses, Awards of Compensation, Jury Service Allowance or Witness Attendance Allowance incurred and any other matters which may affect the Insurer's liability in respect of any Claim under this Section.

If the Insured Person fails to comply with this term then the Insurer will have the right to adjust the Insurer's liability under this Section to the extent that the Claim would have cost the Insurer had the Insured Person complied with this term.

### 5 The Insurer's Right to Settle Claims

The Insurer shall have the right to take over and conduct in the name of the Insured Person the pursuit or defence of any Claim at any time and can settle any Claim on behalf of the Insured Person on such terms as the Insurer deems appropriate. At its absolute discretion, the Insurer may decide to settle the Claim by paying the Insured Person the amount of damages claimed by, or against, the Insured Person instead of indemnifying the Insured Person for Legal Expenses, Awards of Compensation or Witness Attendance Allowance. Where the Insurer exercises this discretion the Insurer will cease to be liable for any further Legal Expenses, Awards of Compensation or Witness Attendance Allowance in respect of that Claim.

### 6 Insolvency of the Insured Person

During the course of any Claim to which the Insurer has given Consent, the Insurer has the right to withdraw that Consent immediately if the Insured Person

- a** becomes insolvent; or
- b** enters into liquidation; or
- c** makes an arrangement with creditors; or
- d** enters into a deed of arrangement; or
- e** has part or all of their affairs assets or property placed in the care or control of a receiver or a liquidator; or
- f** has an administration order over their affairs assets or property.

## Section 5 – Commercial Legal Expenses continued

(This Section only applies if stated in the Schedule)

Provided there has been full compliance with the Section terms the Insurer agrees to indemnify the Insured Person in respect of Legal Expenses, Jury Service Allowance and Witness Attendance Allowance incurred up to the date when the Insurer notified the Insured Person that Consent had been withdrawn.

### 7 Appeal Procedure

If, following legal proceedings to which the Insurer has given Consent, the Insured Person wishes to appeal against the judgment or decision of a court or tribunal, it is a condition precedent to the Insurer's liability to provide cover under this Section that the grounds of such appeal must be submitted to the Insurer in good time and by secure means so that the Insurer may consider whether there are Reasonable Prospects of a Satisfactory Outcome in respect of the appeal and if so whether to Consent to such an appeal. The terms of Claims Process Condition 2 shall apply to any appeal which the Insured Person wishes to make.

If the Insurer wishes to appeal against the judgement or decision of a court or tribunal, the Insured Person will co-operate fully in an appeal. If the Insured Person fails to do so, any Legal Expenses, Awards of Compensation, Jury Service Allowance or Witness Attendance Allowance paid for by the Insurer must be repaid.

### 8 Legal Proceedings

#### a Freedom to choose a Legal Representative

For any Claim where the Insurer may be liable to pay Awards of Compensation in respect of employment disputes, the Insurer will choose the Legal Representative.

For any other Claim the Insurer will choose the Legal Representative at any time before the Insurer agrees that legal proceedings need to be issued or defended. The Insured Person can only choose a Legal Representative if the Insurer agrees that legal proceedings need to be issued or defended or if a conflict of interest arises which means that the

Legal Representative originally chosen by the Insurer cannot act for the Insured Person. The Insured Person must send the name and address of the Insured Person's chosen Legal Representative to the Insurer. If the Insurer agrees to appoint a Legal Representative that the Insured Person chooses, that Legal Representative will be appointed on the same terms as the Insurer would have appointed its chosen Legal Representative, except where the Insurer and the Legal Representative reach a different agreement.

In respect of any Claim for which the Insurer has granted Consent, the Legal Representative will be appointed in the name of and on behalf of the Insured Person to act for the Insured Person in accordance with the terms of this Section.

In agreeing to the selection of a Legal Representative the Insured Person will comply with Claims Process Condition 4.

The Insurer's liability to provide cover under this Section will cease immediately with no liability to indemnify the Insured Person in any respect unless in its absolute discretion the Insurer agrees to another Legal Representative being appointed to continue acting for the Insured Person under the terms of this Section, if:

- i due to any conduct or failure to act by the Insured Person, the Legal Representative reasonably refuses to continue acting for the Insured Person, or
- ii the Insured Person dismisses the Legal Representative against the advice of the Legal Representative and without the Insurer's prior written agreement.

#### b Disclosures to the Legal Representative

It is a condition precedent to the Insurer's liability to provide cover under this Section that the Insured Person must

- i give the Legal Representative all possible help and information including a complete and truthful account of the facts of the case; and

## Section 5 – Commercial Legal Expenses continued

(This Section only applies if stated in the Schedule)

- ii provide the Legal Representative with all relevant documentary or other evidence in the Insured Person's possession; and
- iii provide, obtain or execute all documents considered necessary by the Legal Representative and attend meetings or conferences as requested.

### c Access to Information

The Insurer is entitled to receive from the Legal Representative any information, document or advice in connection with any Claim, even if privileged. On request the Insured Person will give to the Legal Representative any instructions necessary to secure the required access.

### d Duties of the Insured Person and Legal Representative in relation to any Claim

- i It is a condition precedent to the Insurer's liability to provide cover under this Section that the Insured Person, or on their behalf, the Legal Representative immediately notify the Insurer in writing of any information as soon as it is received which may affect the Insurer's opinion on the Reasonable Prospects of a Satisfactory Outcome of the Claim
- ii The Insured Person, or on their behalf the Legal Representative must inform the Insurer in writing as soon as any offer to settle a Claim is received or made. The Insured Person or the Legal Representative must not under any circumstances enter into any agreement to settle without the Insurer's prior written consent. If the Insured Person, or on their behalf the Legal Representative, fails to inform the Insurer as soon as an offer to settle a Claim is received or made, cover under this Section will cease with effect from the date of the offer. If, in the Insurer's opinion, the Insured Person unreasonably withholds agreement to settle, cover under this Section will cease from the date on which the Insured Person ought reasonably have agreed to settle. The Insurer agrees to indemnify the Insured Person in respect of Legal Expenses incurred up to the date when cover ceased
- iii The Insured Person, or on their behalf the Legal Representative, must report in writing the result of the Claim to the Insurer when it is finished.

### e Payment of Legal Representative's Bills

The Insurer shall have the right to settle Legal Expenses at the conclusion of a Claim.

The Insured Person should forward all bills which are received from the Legal Representative relating to the Claim to the Insurer without delay following conclusion of the Claim. If the Insurer requires, the Insured Person must ask the Legal Representative to submit the bill of costs for audit or assessment by the appropriate court or, at the discretion of the Insurer, a law costs draughtsman or other competent party. The Insurer will only pay Legal Expenses that are determined as reasonable by the audit or assessment.

The Insurer may settle a payment of Legal Expenses, Awards of Compensation, Jury Service Allowance or Witness Attendance Allowance direct with the Legal Representative if it is appropriate for the Insurer to do so. The payment of some Legal Expenses does not imply that all Legal Expenses will be paid on the Insured Person's behalf.

The Insured Person must not, without the Insurer's prior written consent, enter into any agreement with the Legal Representative as to the basis of calculation of Legal Expenses. This agreement is normally known as either a conditional fee agreement or a damages based agreement.

### f Instruction of a Barrister

If, during the course of any Claim (and subject always to compliance with Claims Process Condition 2), the Insured Person or the Legal Representative considers it necessary and wishes to instruct a barrister, the barrister's name must first be submitted to the Insurer for Consent to the proposed instruction.

## Section 5 – Commercial Legal Expenses continued

(This Section only applies if stated in the Schedule)

### g Conduct of the Claim

It is a condition precedent to the Insurer's continuing liability to provide cover under this Section that the Insured Person

- i** does not withdraw from a Claim or dismiss the Legal Representative without the written agreement of the Insurer and the Legal Representative; and
- ii** co-operates fully with the Legal Representative and the Insurer in the conduct of the Claim; and
- iii** follows the advice of the Legal Representative.

If the Insured Person fails to comply with **i**, **ii** or **iii** then the Insurer's liability to provide cover under this Section will cease immediately and the Insurer will not be responsible for the payment of Legal Expenses or Awards of Compensation and will be entitled to reimbursement of all Legal Expenses already incurred and any Jury Service Allowance or Witness Attendance Allowance already paid in respect of the Claim unless the Insurer agrees to appoint another Legal Representative to continue the Claim.

### h Award of Costs

Where the Insured Person is awarded costs, it is a condition precedent to the Insurer's liability to provide cover for Legal Expenses that the Insured Person and the Legal Representative must take every reasonable step to recover Legal Expenses which would be or have been subject to payment under this Section. All such recoveries will be taken into account when calculating the Insurer's liability under this Section.

### i Alternative Dispute Resolution

When, in the Insurer's opinion, alternative dispute resolution would appear to provide a more effective method of resolving any Claim, the Insurer may request that the Insured Person agrees to submit such Claim to a professional dispute resolution service, to be selected by the Insurer.

In considering alternative dispute resolution the Insured Person will comply with Claims Process Condition 4 and will not therefore unreasonably withhold Consent.

### Communications

All notices and communications from the Insurer or the Insurer's representatives to the Insured Person will be deemed to have been duly sent if sent to the Insured Person's last known address or, in relation to any matters arising out of any Claim, if sent to the Legal Representative.

All notices and communication from the Insured Person to the Insurer should be sent to:

Allianz Legal Protection  
Allianz-ALP  
PO Box 10623  
Wigston  
LE18 9HJ  
United Kingdom

Telephone: **0370 243 4340**  
(open 9am to 5pm, Monday to Friday, excluding Bank Holidays)

Email: [alpenquiries@allianz.co.uk](mailto:alpenquiries@allianz.co.uk)

### Additional Services

In addition to the indemnity provided by this Section, further services are available to the Insured. The Insured may access these services at any time during the Period of Insurance, although the Insurer will not be liable to the Insured or Insured Person for any Legal Expenses or other costs or expenses, loss or damage incurred as a result of using the services or any advice received from the provider of these services. This is because these services are not provided by the Insurer.

Further, no liability can be accepted for inability to provide any benefits or advice due to breakdown or failure of the telephone network.

## Section 5 – Commercial Legal Expenses continued

(This Section only applies if stated in the Schedule)

There may be an additional charge payable by the Insured or Insured Person for the use of these additional services.

### 1 Undisputed Debt Recovery Service

The Insured has access to the Undisputed Debt Recovery Service if the Insured has an Undisputed Debt of at least £250 and the legal action to recover that Undisputed Debt can be brought within Great Britain. The Undisputed Debt should be referred to the Undisputed Debt Recovery Service as soon as possible after the amount becomes due and payable.

The Undisputed Debt Recovery Service is provided by an organisation that specialises in the recovery of debts. The organisation providing the Undisputed Debt Recovery Service is not part of the Insurer and does not act on the Insurer's behalf. For Undisputed Debts that are pursued in England or Wales, that organisation will be DWF LLP, of 5 St Paul's Square, Old Hall Street, Liverpool L3 9AE. For Undisputed Debts that are pursued in Scotland, the service will be provided by Jackson Boyd Solicitors, of 247 West George Street, Glasgow, Lanarkshire G2 4QE.

When the Insured needs to contact the Undisputed Debt Recovery Service the Insured should call the number below, which relates to the country in which the Undisputed Debt will be pursued. The Insured should quote 'Allianz Undisputed Debt Recovery Service' and the Master Policy reference contained within the Policy Schedule.

Debts pursued in England or Wales: **0151 907 3141**  
Debts pursued in Scotland: **0141 249 6171**

The telephone lines are open between the hours of 9.00am and 5.00pm, Monday to Friday (excluding Public Holidays).

Use of the Undisputed Debt Recovery Service by the Insured will be subject to a fee being payable by the Insured to the Undisputed Debt Recovery Service. The fee will be a percentage of the Undisputed Debt. The level of the fee, and the time at which it will be payable by the Insured, will be confirmed to the Insured by the Undisputed Debt Recovery Service when the Undisputed

Debt Recovery Service is initially contacted. There may be additional expenses that are necessarily incurred by the Undisputed Debt Recovery Service to recover the Undisputed Debt. These will also be payable by the Insured and will be confirmed by the Undisputed Debt Recovery Service to the Insured at the appropriate time.

This Section does not cover the fee charged by the Undisputed Debt Recovery Service or any expenses incurred in recovering the Undisputed Debt.

If, in the view of the Undisputed Debt Recovery Service and the Insurer, the other party to the Contract submits a viable defence in respect of the Undisputed Debt the Insured must report the matter as a civil Claim in respect of a contract dispute pursuit. The pursuit of the disputed debt will then be handled in accordance with the terms and conditions of this Section.

### 2 Solicitor Employment Support Service

The Insured has access to the Solicitor Employment Support Service if the Insured requires the use of a solicitor to carry out a redundancy programme relating to an Employee, on behalf of the Insured.

In the first instance the Insured should contact Lawphone on **0344 873 0845** and provide a brief summary of the problem. The details will be passed to an advisor who will return the Insured's call. If the advisor decides the Insured would benefit from the use of a solicitor they will pass the details on to the solicitor to arrange a mutually convenient time for this to take place.

There is an additional charge to use this service and this additional charge will not be covered by this Policy.

The telephone helpline is provided by Allianz Legal Protection, a trading name of Allianz Insurance plc.

The Solicitor Employment Support Service is provided by DWF LLP of 5 St Paul's Square, Old Hall Street, Liverpool L3 9AE.

## Section 5 – Commercial Legal Expenses continued

(This Section only applies if stated in the Schedule)

### 3 Specialist Legal Support Service

The Insured has access to a specialist solicitor if:

- Lawphone is unable assist with the legal problem because it is specialist in nature; or
- the Claim is not covered by this Section; or
- the Insured requires a full legal review of the Business.

This service aims to deal with issues which are specialist in nature. The solicitor will work with the Insured to prevent legal problems from happening by concentrating on specific areas of the Business or assessing the Business for areas where legal issues may arise and address those areas.

There is an additional charge for this service depending on the issues which need to be addressed and this additional charge will not be covered by this Policy.

In the first instance the Insured should contact Lawphone on **0344 873 0845** and provide a brief summary of the problem. The details will be passed to an advisor who will return the Insured's call.

The solicitor support is provided by DWF LLP of 5 St Paul's Square, Old Hall Street, Liverpool L3 9AE.

### 4 Crisis Response

The Insured has access to a range of services to provide support to prepare for, and deal with, a business crisis. In the first instance the Insured will need to register at [dwf.law/crisisresponse](http://dwf.law/crisisresponse) for access to the free crisis response service including crisis response updates by email, cyber security updates and access to a free dedicated workshop programme.

In addition, the Insured will have access to crisis management training, reviews and a bespoke crisis management plan. There is an additional charge for this service depending on the issues which need to be addressed and this additional charge will not be covered by this Policy.

The crisis response service is provided by DWF LLP of 5 St Paul's Square, Old Hall Street, Liverpool L3 9AE.



# Section 6 – Buildings

(This Section only applies if stated in the Schedule)

## Definitions

### Property Insured

The Buildings situated at the Premises shown in the Schedule including walls, gates and fences.

### Sum Insured

- a The Insurer's liability under this Section is limited to the Sums Insured shown in the Schedule.
- b Index Linking
  - i The Sums Insured will be adjusted each month by the percentage change in the General Building Cost Index issued by the Building Cost Information Service of the Royal Institute of Chartered Surveyors (or some other suitable Index decided by the Insurer).
  - ii Additional premium will not be charged on such adjustments during the Period of Insurance. The renewal premium will be calculated on the adjusted Sum Insured applying on the last day of the month 3 months before renewal month.
  - iii In the event of insured Damage the monthly Index Linking adjustments will continue during the period between the date of the Damage and the completion of repair or replacement, provided that the Insured takes all reasonable steps to have the repair or replacement carried out without delay. The period of Index Linking adjustments after Damage is limited to one year.

## Cover

The Insurer will indemnify the Insured up to the Sum Insured in respect of Damage to the Property Insured by any cause not excluded, occurring during the Period of Insurance.

The amount payable shall be the cost actually incurred of repair or replacement, with no deduction for wear and tear or depreciation, provided:

- 1 the Sum Insured is adequate to pay for rebuilding all the Property Insured and
- 2 repair or replacement is carried out without delay.

If the Sum Insured is inadequate at the time of the Damage, the amount payable shall be the cost of repairs or replacement less a deduction for wear and tear. If repair or replacement is not carried out, the amount payable shall be the reduction in market value resulting from the Damage but not exceeding what it would have cost to repair or replace if this had been carried out without delay.

## Extensions

Cover under this Section includes:

### 1 Underground Services

The cost of repairing accidental damage to underground water, gas, sewer, drain or fuel pipes and underground electricity or telephone cables.

### 2 Rent

Rent which ceases to be paid to or be payable by the Insured following Damage to the Property Insured by this Section excluding any amount exceeding 10% of the Sum Insured shown in the Schedule.

### 3 Architects, Surveyors and Other Fees

Architects, surveyors, consulting engineers and legal fees necessarily and reasonably incurred in connection with the repair or replacement of the damaged parts of the Property Insured excluding fees for preparing any claim.

### 4 Removal of Debris

The cost of removing debris, demolishing, shoring up or propping of the damaged parts of the Property Insured on the site and the area immediately adjacent necessarily incurred with the Insurer's consent excluding:

- a costs incurred in connection with or on any other property
- b costs arising from pollution or contamination of property not insured by this Section.

## Section 6 – Buildings continued

(This Section only applies if stated in the Schedule)

### 5 Statutory or Local Authority Costs

Any additional cost of repairing or replacing the damaged parts of the Property Insured incurred solely to comply with any statutory requirement or local authority bye-law excluding any cost arising from a notice served upon the Insured prior to the date of the Damage.

### 6 Benefit for the Contracting Purchaser

When the Insured contracts to sell their interest in the Property Insured the contracting purchaser who completes the purchase and his mortgagees shall have the benefit of the insurance by this Section. The benefits shall be up to the date of completion during the currency of this Section and provided the Property Insured is not otherwise insured. The benefit shall also be without prejudice to the rights and liabilities of the Insured or the Insurer.

### 7 Alterations and Additions

To the extent that they are not otherwise insured:

- a alterations, additions and improvements (but not appreciation in value in excess of Sums Insured) to Property Insured
- b any newly acquired or newly erected buildings

within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, for no more than 15% of the Sum Insured for each item covered, or £200,000 in total, whichever is the less, at any one Premises or at any one newly acquired address elsewhere than at the Premises, provided that the Insured shall give details of such alterations and additions to the Insurer within 90 days of the commencement date of the Insured's responsibility, effect specific cover retrospective to such date and pay the appropriate additional premium.

## Section Exclusions

**The Policy Exclusions of this Policy except 9 and 10 apply to this Section and in addition it does not cover:**

- 1 the Excess shown in the Schedule
- 2 Damage to:
  - a moveable property in the open or gates or fences by wind, rain, hail, sleet, snow, flood or dust
  - b land, roads or pavements
  - c sculptures and other works of art
  - d decorated and lettered glass, shop and showroom windows of plate, float or armoured glass, external fixed and hanging signs
- 3 Damage caused by or arising from:
  - a frost, landslip, coastal erosion, subsidence, ground heave, settlement, wear and tear
  - b rot, mildew, rust, corrosion
  - c insects, woodworm, vermin
  - d dyeing, cleaning, repair, renovation
  - e faulty manipulation, design, plan, specification or materials
  - f gradual deterioration, market depreciation
  - g cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage and/or the failure of welds of boilers
  - h consequential loss of any kind except for Extension 2. Rent
  - i bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes when the Property Insured is empty or disused.
  - j Damage caused by or consisting of acts of fraud or dishonesty by any partner director or employee of the Insured but the Insurer will pay for such Damage not otherwise excluded which itself results from an Event

## Section 6 – Buildings continued

(This Section only applies if stated in the Schedule)

### 4 Damage to any Property:

- a caused by fire, resulting from its undergoing any heating process or process involving the application of heat
- b resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair, but the Insurer will pay for such Damage caused by fire or explosion

### 5 Damage to:

- a vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
- b Property or structures in course of construction or erection and materials or supplies in connection with all such Property or structures
- c land, pier, jetties, bridges, culverts or excavations
- d livestock, growing crops or trees

but the Insurer will pay for such property specifically described in the Schedule

- 6 Damage occasioned by nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
- 7 Damage to automated teller machines (ATM).

## Section Conditions

**The Policy Conditions of this Policy apply to this Section and in addition:**

### 1 Felt Roof

If any Building has a felt roof where the mineral felt surface has not been replaced for 10 years, then it is a condition precedent to the Insurer's liability for Damage that the felt roof is inspected annually by a competent roofing contractor prior to the month of October each year and evidence of such inspection and any remedial work following such inspection shall be kept and produced if requested by the Insurer.

# Section 7 – Terrorism

(This Section only applies if stated in the Schedule)

## Definitions

### Act of Terrorism

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

### Computer System

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

### Consequential Loss

Loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business.

### Damage

Loss or destruction of or damage to Property Insured.

### Data

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

### Denial of Service Attack

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

### Event

All individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same Act of Terrorism. The date and time that any such period of 72 hours shall commence shall be set by the Insurer.

### General Cover Policy

a This Policy

or

b where the Cover by this Policy is limited to the Terrorism Insurance Section only, the policy or policies specified in the Terrorism Section of the Schedule to this Policy.

### Hacking

Unauthorised access to any Computer System, whether the property of the Insured or not.

### Nuclear Installation

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

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

### Nuclear Reactor

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

## Section 7 – Terrorism continued

(This Section only applies if stated in the Schedule)

### Phishing

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

### Property/Property Insured

Property as detailed in the Schedule to any General Cover Policy but excluding:

- 1 property insured under a:
  - a Marine, Aviation or Transit policy
  - b Motor Insurance policy (other than Motor Trade policy)
  - c Road Risks Section of a Motor Trade policy
  - d reinsurance policy or agreement
  - e Bankers Blanket Bond

whether such policy or agreement includes cover for an Act of Terrorism or not

- 2 any land or building which is insured in the name of an individual and is occupied as a private residence or any part thereof which is so occupied, unless the building is used for both commercial and residential purposes and:
  - a both commercial and residential portions are insured under the same policy, and
  - b the square footage of the commercially occupied portion of the building exceeds 20% of the total square footage of the building

**Note.** Trustees that hold blocks of flats and/or private dwelling houses under a trust or a person who owns blocks of flats and/or private dwelling houses in the business of a sole trader are not deemed to be Individuals, except where the property is a private dwelling house or a self-contained unit insured as part of a block of units and is occupied as a private residence by any of the trustees or any beneficiary of the trust or by the sole trader, it will be deemed to be insured in the name of an individual.

- 3 any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor.

### Territorial Limits

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

**Note 1.** This shall include the Channel Tunnel up to the frontier with the Republic of France, as set out by the Treaty of Canterbury.

**Note 2.** For the avoidance of doubt, this excludes Northern Ireland, the Isle of Man and the Channel Islands.

### Virus or Similar Mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

## Section 7 – Terrorism continued

(This Section only applies if stated in the Schedule)

### Cover

The Insurer will pay the Insured for:

- a** Damage, or
- b** Consequential Loss

occasioned by or happening through or in consequence of an Act of Terrorism within the Territorial Limits.

Provided always that the insurance by this Section:

- a** is not subject to the Policy Exclusions of the General Cover Policy
- b** is subject otherwise to all the terms and conditions of the General Cover Policy except where expressly varied within this Section
- c** is subject to a maximum Period of Insurance of 12 months from the Effective Date or any subsequent Renewal Date of this Policy

Any subsequent period of cover of 12 months, or part thereof, provided by this Section is deemed to constitute a separate Period of Insurance, provided that

- i** no subsequent Period of Insurance by this Section shall extend beyond the next Renewal Date of this Policy
  - ii** the renewal premium due in respect of this Section has been received by the Insurer
- d** is not subject to any Long Term Undertaking applying to the General Cover Policy
  - e** is not subject to any terms in the General Cover Policy which provide for adjustments of premium.

### Basis of Settlement

As described in and subject to the terms, definitions, provisions, exclusions and conditions of any General Cover Policy in respect of Damage or Consequential Loss.

The most the Insurer will pay for any one Event is:

- a** the Total Sum Insured, or
- b** for each item its individual Sum Insured, or
- c** any other limit of liability

in the General Cover Policy, whichever is the less, except where the liability of the Insurer exceeds the Total Sum Insured, or for each item its individual Sum Insured, or any other limit of liability in the General Cover Policy, where such excess is solely in respect of any Cover Extension as provided for in the General Cover Policy.

## Section 7 – Terrorism continued

(This Section only applies if stated in the Schedule)

### Section Exclusions

#### The Insurer will not pay for

##### 1 Digital and Cyber Risk Exclusion

any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:

- a damage to or the destruction of any Computer System or
- b any alteration, modification, distortion, erasure or corruption of Data,

in each case whether the property of the Insured 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.

Provided that this Exclusion 1. will not apply to Damage or Consequential Loss solely to the extent that such Damage or Consequential Loss:

- i results directly (or, solely as regards ii, c below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and
- ii comprises:
  - a the cost of reinstatement, replacement or repair in respect of damage to or destruction of Property insured by the Insured; or

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



## Section 7 – Terrorism continued

(This Section only applies if stated in the Schedule)

- v Notwithstanding the exclusion of Data from Property, to the extent that damage to or destruction of Property within the meaning of sub-paragraph ii above indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph i above results directly or indirectly from any alteration, modification, distortion, erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such Property and otherwise falling within sub-paragraphs i and ii above from being recoverable under this Section. In no other circumstances than the previous sentence, however, will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under this Section.
- vi For the avoidance of doubt, the burden of proof shall be on the Insured to prove or establish all the matters referred to in sub-paragraphs i to ii above.

### 2 Riot, Civil Commotion and War

any losses whatsoever occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### 3 Territorial Limits

any losses whatsoever arising directly or indirectly from any cover or extension of Premises provided by the General Cover Policy to locations outside the Territorial Limits

### 4 Private Residences

any loss whatsoever or any expenditure resulting or arising therefrom or any Consequential Loss directly or indirectly relating to a private residence property when insured in the name of a private individual caused by or contributed to by or arising from:

- a the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- b ionising radiation or contamination by radioactivity or from the combustion of any radioactive material;
- c chemical and/or biological and/or radiological irritants contaminants or pollutants.

## Section Conditions

### 1 Burden of Proof

In any action suit or other proceedings where the Insurer alleges that any damage or loss resulting from damage is not covered by the Terrorism Section, the burden of proving that such damage or loss is covered shall be upon the Insured.

## Section 8 – Breakdown

(This Section only applies if stated in the Schedule)

### Definitions

The following terms shall apply to this Engineering Breakdown Section only and should be read in conjunction with the Definitions shown under the Policy Definitions and Section 1 – Contents. If a term is defined in both sections then the Definition shown in this Engineering Breakdown Section shall supersede the other.

#### Breakdown

- a the actual breaking distortion or burning out of any part of the Property Insured while in use arising from mechanical or electrical defects in the Property Insured causing sudden stoppage
- b fracturing of any item of the Property Insured by frost

which necessitates repair or replacement before it can resume normal working.

#### Computer Equipment

Equipment used for the electronic processing and communication and storage of data belonging to or leased hired rented or licensed to The Insured consisting of:

- a Mainframes servers personal computers and other installed equipment including
  - i fixed discs interconnecting wiring and telecommunication equipment
  - ii printers scanners and other peripheral Computer Equipment solely for use with other insured installed Computer Equipment excluding equipment controlling any manufacturing process.
- b Portable Computer Equipment
- c Auxiliary Equipment solely for use with Computer Equipment comprising temperature and environmental control equipment power supply voltage regulation and protective devices.

#### Collapse

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

#### Computer Media

- a data carrying material of all types
- b software programs or data

other than paper records or paper licences.

#### Damage

Breakdown including Operator Error Breakdown Explosion or Collapse of Property Insured at the Premises used by the Insured for the purpose of the Business.

#### Explosion

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

#### Hazardous Substances

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

#### Own Surrounding Property

Property at the Premises belonging to or held by the Insured in their care custody or control.

#### Portable Computer Equipment

Equipment that is designed to be carried on or by a person consisting of:

- a laptops palmtops notebooks and tablet personal computers
- b personal digital assistants and smart phones
- c removable vehicle satellite navigation systems and digital cameras
- d printers projectors broadband modems and other devices which connect to other portable Computer Equipment

but excluding mobile devices where the sole or primary function of the items is to make/send and receive telephone calls and SMS messages.

## Section 8 – Breakdown continued

(This Section only applies if stated in the Schedule)

### Premises

The Buildings at the address or addresses stated in the Schedule, including their grounds all within the boundaries for which the Insured are responsible.

### Property Insured

Property Insured shall include

### Machinery and Plant

Machinery building services equipment and plant owned by or leased to the Insured at the Premises which operates under electrical and/or mechanical power and is ready for use in connection with the Business.

### Pressure Plant

- a boiler plant
- b plant subject to internal steam pressure
- c plant used to contain fluids under pressure or vacuum
- d piping associated with any of the above

owned by or leased to the Insured.

**Property Insured and Pressure Plant** – shall not include:

- a foundations masonry brickwork chimneys or refractory linings
- b materials being processed by or contained in the Property Insured
- c Property pipes or cables situated underground
- d Property that is prototype experimental or untried
- e office machinery or other electronic office equipment other than as specifically provided for in the definition of Computer Equipment
- f Property that is use for research diagnostic treatment or other medical or scientific purposes with a new replacement value in excess of £50,000

Subject to all of the terms, definitions, exclusions, provisions and conditions of this Policy and of Section 1– Contents of the Policy, unless otherwise expressly varied by this Section and subject to the liability of the Insurer not being otherwise increased Cover is amended as follows:

### Cover

This Engineering Breakdown Section includes:

- A Damage to Property Insured
- B Explosion damage to Property Insured
- C Damage to Computer Equipment

### Limit of Liability

The liability of the Insurer under this Section including all basis of settlement adjustments shall not in respect of any one accident or series of accidents arising from one occurrence of loss or damage exceed:

- I £100,000 in respect of Damage to Property Insured
- II £1,000,000 in respect of Explosion damage to Property Insured
- III £50,000 in respect of Damage to Computer Equipment

Provided that the liability of the Insurers shall not exceed £2,000,000 in respect of any one accident or series of accidents arising from one occurrence of loss or damage.

### Basis of Settlement Adjustments

In respect of this Engineering Breakdown Section all other Basis of Settlement Adjustments applicable to Section 1 – Contents Section are deleted and of no further effect.

In addition this Engineering Breakdown Section is extended to cover the following Additional Basis of Settlement Adjustments:

#### 1 Reinstatement

- a where the parts necessary for repair of the Property Insured are not available at manufacturers listed prices, the Insurer shall be liable to pay for the cost of an equivalent repair to similar property for which parts are available at manufacturers listed prices.
- b where the Property Insured is mainly used outdoors or installed outdoors the basis of settlement will be indemnity and no payment beyond that which would have been payable if the Basis of Settlement Adjustment had not been included shall be made.

## Section 8 – Breakdown continued

(This Section only applies if stated in the Schedule)

- c The Insurer's liability for repair or restoration of Property Insured or other property lost destroyed or damaged in part only, shall not exceed the amount which would have been payable if such Property Insured had been wholly destroyed.
- d additional work solely necessary to comply with European Union legislation or building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any municipal or local authority.
- e No payment beyond the amount the Insurer would have paid in the absence of this clause will be made
  - i unless reinstatement commences and proceeds without unreasonable delay
  - ii until the cost of reinstatement has actually been incurred.

### 2 Expediting Cost

the cost necessarily and reasonably incurred by the Insured with the consent of the Insurers in making temporary repairs to and/or the expediting of the repair, reinstatement or replacement of the Property Insured following Damage insured by this Engineering Breakdown Section.

Provided that the liability of the Insurers shall not exceed £20,000.

### 3 Hazardous Substances

the cost incurred to repair, replace or reinstate Property Insured due to contamination by a Hazardous Substance following Damage insured by the Engineering Breakdown Section including additional expenses to clean up or dispose of such Property Insured.

Provided that the liability of the Insurers shall not exceed £10,000.

### 4 Hire of Substitute Item

the cost of hire charges incurred by the Insured for the necessary hire of a substitute item following Damage to Property Insured of a similar type and capacity during the period of repair or until the Property Insured is permanently replaced.

Provided that the liability of the Insurers shall not exceed £10,000.

### 5 Storage Tanks and Loss of Contents

Damage to oil storage tanks or water tanks (other than sprinkler system tanks) including connected pipework belonging to the Insured or for which they are responsible at the Premises.

In addition this Basis of Settlement Adjustment covers loss of the contents of oil storage tanks caused by:

- a escape of contents, leakage, discharge or overflow from the oil storage tanks
- b contamination of the contents of the oil storage tanks

caused by or resulting from Damage to the oil storage tanks and including the cleaning costs incurred as a result of such loss.

Provided that the Insurers shall not be liable for:

- a loss of contents by evaporation seepage contamination or any form of trade loss
- b the cost of releveling Fuel Storage Tanks unless resulting from Breakdown insured by this Section
- c the cost of cleaning up any spillage or leakage in areas outside the boundaries of the Insured's Premises or to other property not belonging to the Insured
- d Damage by or in consequence of the process of cleaning up the contents of the Fuel Storage Tanks
- e the liability for cleaning up or making good any pollution or contamination of the water table or any water course or property of any party other than the Insured.

Provided that the liability of the Insurers shall not exceed £10,000.

### 6 Debris Removal

the cost necessarily and reasonably incurred by the Insured with the consent of the Insurers in the removal of Property Insured following Damage insured by this Engineering Breakdown Section.

Provided that the liability of the Insurers for the cost of rectification of Damage and the removal of Property Insured shall not exceed £25,000 or 20% of the loss whichever is the lower.

## Section 8 – Breakdown continued

(This Section only applies if stated in the Schedule)

### 7 Avoidance of Impending Damage

the cost incurred by the Insured in taking exceptional measures that are reasonable to avoid or reduce impending Damage which would have resulted in a claim under this Engineering Breakdown Section.

Provided that:

- a the impending Damage did not arise from any defect in the Property Insured
- b the impending Damage did not arise from a reasonably foreseeable cause
- c the Damage would have been the natural outcome to be expected in the absence of the measures taken
- d the Insurers are satisfied that Damage which would have been Insured under this Engineering Breakdown Section has been avoided or reduced in consequence of the measures taken
- e the liability of the Insurers shall not exceed the cost which would have been incurred had the measures not been taken and Damage insured by this Engineering Breakdown Section had occurred
- f the liability of the Insurers shall not exceed £5,000.

### 8 Claims Investigation Cost

necessary and reasonable cost (including the cost of consultants fees) incurred in conducting investigations and tests in respect of possible repair or replacement options following Damage insured by this Policy.

Provided that

- a the liability of the Insurers under this basis of settlement adjustment shall not exceed £25,000
- b The prior consent of the Insurers has been obtained.

### 9 Computer Media

costs incurred in reinstating Computer Media lost or damaged in consequence of breakdown or derangement of Computer Equipment.

Provided that:

- a liability is limited solely to the cost of reinstating data onto Computer Media

- b the Insurer shall not be liable for any losses discovered later than six months after the loss was initiated
- c the liability of the Insurer shall not exceed £25,000 in any one Period of Insurance in respect of such costs
- d the Insurer shall not be liable for loss of or damage to software
- e the Insurer shall not be liable under this basis of settlement adjustment for costs more specifically described under Additional Expenditure Basis of Settlement Adjustment.

### 10 Additional Expenditure

additional expenditure necessarily and reasonably incurred by the Insured to prevent or minimise interruption of or interference with the operations of the Business carried out by the Computer Equipment in consequence of breakdown or derangement which occurs during the Period of Insurance.

Provided that the liability of the Insurers shall not exceed £25,000.

### 11 Business Interruption

consequential loss as described under the Business Interruption Section which results from Damage other than by Explosion for which liability has been admitted by the Insurer under this Breakdown Section.

Provided that:

- a the liability of the Insurers under this Basis of Settlement Adjustment shall not exceed £100,000 in respect of any one occurrence of Damage
- b the Business Interruption Section is shown as operative.

### 12 Additional Access Costs

any necessary costs incurred in order to gain access to repair or replace the Property Insured following Damage,

Provided that:

- a the liability of the Insurers shall not exceed £20,000
- b the Business Interruption Section is shown as operative.

## Section 8 – Breakdown continued

(This Section only applies if stated in the Schedule)

### Exclusions

The Exclusions Applicable to Section 1 – Contents shall not apply in respect of this Breakdown Section.

The Policy Exclusions of this Policy except 8 Heat, Mechanical or Electrical Derangement apply to this Breakdown Section and in addition this Breakdown Section does not cover:

#### 1 Excess

the first £250 in respect of each and every occurrence or the Excess stated in the Schedule against Section 1 – Contents whichever is the greater.

#### 2 Maintenance Agreement

loss or damage recoverable under any maintenance agreement or warranty or guarantee, or which would be recoverable but for a deliberate breach of the Insured's obligations under such agreement.

#### 3 Perils

Damage or consequential loss caused by or resulting from:

- a fire howsoever caused
- b fire extinguishing fluid
- c explosion other than Explosion specifically insured by this Engineering Breakdown Section
- d lightning earthquake storm tempest flood inundation water
- e aircraft or other aerial devices or articles dropped therefrom
- f subsidence or other ground movement or displacement
- g theft or attempted theft
- h riot strike lockout and civil commotion.

#### 4 Excluded Parts and Components

Bulbs, valves, tubes, batteries, lenses, laser heads, x-ray heads, cutters, bits, tools, moulds, dies, heating elements, driving belts and chains and similar items that require periodic replacement.

If as a result of other damage insured by this Engineering Breakdown Section these items are damaged beyond repair then the Insurers shall indemnify the Insured for any remaining residual value.

#### 5 Maintenance Faulty Workmanship or Application of Tools

the cost of:

- a maintenance
- b rectification of faulty workmanship occurring during the execution of repairs

but not Damage resulting from a or b unless otherwise excluded

- c Damage by direct application of tools.

#### 6 Wear and Tear or Gradual Deterioration

the cost of rectification of:

- a inevitable wear and tear, erosion, corrosion or other deterioration caused by or naturally resulting from ordinary work, use or exposure
- b gradually developing flaws or fractures which do not necessitate immediate stoppage

but not Damage insured by this Engineering Breakdown Section resulting from a or b unless otherwise excluded.

#### 7 Safety or Protective Devices

Damage to safety or protective devices by their functioning.

## Section 8 – Breakdown continued

(This Section only applies if stated in the Schedule)

### 8 Other Consequential Loss

liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or loss of use or any form of consequential loss not specifically insured by this Engineering Breakdown Section.

### 9 Installation or Removal

Damage to any item of Property Insured arising during

- a its initial installation erection or its final removal
- b its final testing or commissioning.

### 10 Overloading or Abnormal Conditions

Damage to any item of Property Insured caused by or arising from the imposition of abnormal conditions deliberate overloading or overload testing

### 11 Scratching

scratching of painted or polished surfaces unless accompanied by other indemnifiable damage to the item.

### 12 Unproven Software

any cost incurred in consequence of the use by the Insured of software programs on which development has not been finalised or which has not passed all testing procedures and has not been successfully proven.

### 13 Time Limitation

additional expenditure commencing more than 12 months after the date on which the loss or damage occurred.

### 14 The Value of Data

the value to the Insured of data stored on the Computer Media.

## Section Conditions

The Conditions Applicable to Section 1 – Contents shall not apply in respect of this Engineering Breakdown Section.

The Policy Conditions of the Policy shall apply to this Engineering Breakdown Section and addition:

### 1 Duplicate Records

The Insured shall:

- a back up data records and update the records no less frequently than once every seven days
- b where possible maintain up to date duplicate copies of software programs
- c store back up data records and up to date duplicate software programs away from the building where the original software programs and data is held
- d observe the manufacturer's and/or supplier's recommendation for the storage, verification and security of Computer Media.

### 2 Non Invalidation

This Engineering Breakdown Section shall not be invalidated by any act or omission or by alteration unknown to or beyond the control of the Insured by which the risk of loss destruction or damage is increased, provided that the Insured shall give notice to the Insurer (and pay an additional premium if required) immediately they become aware of such act, omission or alteration.

### 3 Subrogation

Any claimant under this Engineering Breakdown Section shall, at the Insurer's request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured, before or after the Insurer makes any payment.

The Insurer agrees to waive any such rights to which the Insurer might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to the Insured or against any company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the loss destruction or damage.



## Section 8 – Breakdown continued

(This Section only applies if stated in the Schedule)

### 4 Claims Condition

- a The Insurer shall not be liable for the cost of any repairs undertaken without their written consent except in urgent cases where it has been necessary to put minor repairs in hand.

Provided that:

- i the requirements of Policy Conditions 6 Claims – Action by the Insured of this Policy have been complied with and
  - ii the repairs have been carried out to the satisfaction of the Insurer.
- b Where loss destruction or damage is confined to a part of a machine or structure the Insurer shall be liable for the value of the part plus the cost of any necessary dismantling and erection for which the Insured is responsible.

# Section 9 – Goods in Transit

(This Section only applies if stated in the Schedule)

## Definitions

### Property Insured

Goods appertaining to the Business whilst in transit including loading and unloading anywhere in Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands by any of the Insured's own vehicles.

### Sum Insured

The Insurer's liability under this Section in respect of any one vehicle is limited to the Sum Insured shown in the Schedule.

## Cover

The Insurer will indemnify the Insured against Damage occurring during the Period of Insurance by any cause not excluded hereafter nor by the Policy Exclusions or Policy Conditions to the Property Insured.

## Section Exclusions

The Policy Exclusions apply to this Section and in addition it does not insure:

- 1** any Damage due to:
  - a** depreciation or deterioration unless caused by accident to the conveying vehicle
  - b** delay or loss of market
  - c** default in packing or addressing of any parcel or package
- 2** any consequential loss of any kind or description
- 3** any theft of the Property Insured from any vehicle left unattended, unless such vehicle has all points of access closed and secured by all the locks and other protections and has all the keys removed from the vehicle

- 4** glass, livestock, precious metals or stones, jewellery, watches, furs, money, securities, stamps, documents, manuscripts, business books, plans or designs

## Section Conditions

The Policy Conditions except Policy Condition 3 apply to this Section and in addition:

### 1 Safeguarding of Property

The Insured shall take all reasonable measures to safeguard the Property Insured from Damage and to maintain vehicles in an efficient and roadworthy condition.

### 2 Employees

The Insured shall take all reasonable care in the selection of honest and competent employees.

### 3 Additional Theft Protection

If any additional protections to any vehicle are reasonably required by the Insurer following Damage due to theft the Insured shall comply within a reasonable period specified by the Insurer.

# Section 10 – Theft by Employee

(This section only applies if stated in the Policy Schedule)

## Definitions

### Acting in Collusion

All circumstances where 2 or more Employees are concerned or implicated together or materially assist each other in committing the acts of Theft.

### Date of Acceptance

- 1 the commencement date of the first Period of Insurance or
- 2 the date on which the Employee enters into a contract of service or apprenticeship with the Insured

whichever is the latest.

### Employee

Any person

- 1 under a contract of service or apprenticeship with the Insured or
- 2 undergoing training under any Government approved training scheme under the control of the Insured in connection with the Business whilst in the service of the Insured
- 3 normally resident in the Territorial Limits
- 4 who is a director of the Insured if such person
  - a is also employed by the Insured under a contract of service and
  - b controls no more than 5% of the issued share capital of the Insured company or of any subsidiary of the Insured company
- 5 who is retired from full-time employment with the Insured who is working for the Insured as a consultant under the control or direction of the Insured.

### One Claim

All acts of Theft throughout the continuation of this insurance (or any insurance issued in substitution therefore or for which this insurance is substituted) committed by one individual Employee or by 2 or more Employees Acting in Collusion.

### Territorial Limits

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

### Theft

Any act of fraud or dishonesty by any Employee committed with the clear intent of obtaining an improper financial gain for themselves or for any other person or organisation intended by the Employee to receive such gain other than salaries, fees, commission or other employee benefit earned in the normal course of employment.

## Cover

The Insurer will pay the Insured for direct loss of Money or goods belonging to the Insured or for which they are legally responsible caused by any act of Theft committed during the continuation of this Section by any Employee described in the Schedule under this Section and discovered no later than 24 months after

- 1 the termination of this Section
- 2 the termination of the insurance in respect of any

whichever occurs first.

## Basis of Settlement

The amount payable by the Insurer as indemnity to the Insured shall be the value of the Money or the goods at the time of the loss or at the Insurer's option the replacement or reinstatement of such goods.

## Section 10 – Theft by Employee continued

(This section only applies if stated in the Policy Schedule)

### Limit of Indemnity

The liability of the Insurer under this Section

- 1** in respect of any One Claim
  - a** caused by one Employee shall not exceed the Limit of Indemnity stated in the Schedule applicable to that Employee
  - b** caused by 2 or more Employees Acting in Collusion shall not exceed the greater of the individual Limits of Indemnity stated in the Schedule applicable to the Employees involved
  - c** irrespective of the number of Periods of Insurance during which the insurance by this Section (and any insurance issued in substitution therefor) shall remain in force shall not exceed the Limit of Indemnity stated in the Schedule
- 2** in respect of any one Period of Insurance shall not exceed the Aggregate Limit of Indemnity stated in the Schedule.

### Extensions

**(Subject to the terms, limits, conditions and exclusions of this Section and the Policy)**

#### **1 Auditors Fees and Rewriting of System Records**

As a direct result of loss of Money or goods resulting in a valid claim under this Section the Insurer will also pay for

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

provided that the total liability of the Insurer including any amount payable under the provisions of this Extension shall not exceed the Limit of Indemnity.

#### **2 Previous Insurance**

If this insurance immediately supersedes a fidelity insurance effected by the Insured (the "Superseded Insurance") the Insurer will indemnify the Insured in respect of any loss discovered during the continuation of this insurance but committed during the continuation of the Superseded Insurance if the loss is not recoverable thereunder solely because the period allowed for discovery has expired

Provided that

- a** such insurance had been continuously in force from the time of the loss until inception of this Section
- b** the loss would have been insured by this insurance had it been in force at the time of the loss
- c** the liability of the Insurer shall not exceed
  - i** the amount recoverable under the insurance in force at the time of the loss or
  - ii** the Limit of Indemnity under this insurance

whichever is the less

In any event the total liability of the Insurer in respect of any one claim continuing through both the term of the Superseded Insurance and the continuation of this insurance shall not exceed the Limit of Indemnity applicable under this Section.

## Section 10 – Theft by Employee continued

(This section only applies if stated in the Policy Schedule)

### Section Exclusions

**The Policy Exclusions 2, 3, 7 and 9 do not apply to this Section. In addition this Section does not cover the following:**

- 1** loss of interest or consequential loss of any kind.
- 2** loss caused by any act of any Employee committed prior to the Date of Acceptance applicable to that Employee.
- 3** loss where the Insured continues to entrust the defaulting Employee with money or goods after becoming aware of any material fact bearing on the honesty of the said Employee.
- 4** if there is any change in the nature of the Business unless such change is agreed by the Insurer in writing.
- 5** any unexplained shortages.
- 6** the Excess.

### Section Conditions

**The Policy Conditions apply to this Section with the exception of Policy Condition 22.**

**In addition the following Conditions apply to this Section:**

#### **1 Cessation of Cover**

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

#### **2 Claims (Action by the Insured)**

On the discovery of any act which may give rise to a claim the Insured shall

- a** notify the Insurer immediately
- b** notify the police authority immediately and take all practical steps to discover any guilty person and to trace and recover the money and goods
- c** carry out and permit to be taken any action which may be reasonably practicable to prevent further loss
- d** deliver to the Insurer at their own expense within 30 days after such act, or such further time as the Insurer may allow:
  - i** full information in writing of the Money or goods lost and of the amount of the loss
  - ii** details of any other insurances on any Money or goods hereby insured
  - iii** all such proofs and information relating to the claim as may be reasonably required
  - iv** if demanded a statutory declaration of the truth of the claim and of any matters connected with it.

No claim under this Section shall be payable unless the terms of this Section condition have been complied with.

#### **3 Non Contribution**

If

- a** at the time of loss of Money or goods for which the Insured is legally responsible, or
- b** at the time a claim arises for Money or goods for which the Insured is legally responsible

the Insured is, or would but for the existence of this insurance, be entitled to indemnity under any other insurance or to recover under any guarantee or indemnity fund the Insurer shall not be liable except in respect of any excess beyond the amount which would have been payable under such other insurance, guarantee or fund had this insurance not been effected.

## Section 10 – Theft by Employee continued

(This section only applies if stated in the Policy Schedule)

### 4 Employee's Money

Any Money of the Employee in the Insured's hands upon discovering of any loss and any Money which but for the Employee's theft would have been due to the Employee from the Insured shall be deducted from the amount of the loss before a claim is made under this insurance.

### 5 Recoveries of further monies

Any recoveries effected by the Insured less any costs incurred in recovery shall accrue

- a in the event that the Insured's claim has exceeded the Limit of Indemnity firstly to the benefit of the Insured to reduce or extinguish the amount of the Insured's loss (but not in respect of the amount of the Excess)
- b thereafter to the benefit of the Insurer to the extent of the claim paid or payable
- c finally to the benefit of the Insured where Excess had been deducted from the claim.

### 6 Minimum Standards of Control

It is a condition precedent to liability that the Insured must comply with the Minimum Standards of Control below

- a All Employees must be instructed as to their duties and responsibilities in respect of the Minimum Standards of Control and compliance enforced
- b Money
  - i Cash Receipts – Employees are required to pay in daily all cash and cheques received in the course of the Business. Money received must be paid over to the employer or banked.
  - ii Cash and Petty Cash – cash in hand and petty cash must be checked independently of Employees responsible at least monthly and additionally without warning every 6 months.
  - iii Reconciliation – bank statements stamped bank paying slips receipts counterfoils and vouchers must be checked at least monthly against cash book entries and the balance tested with cash and unrepresented cheques. This must be done independently of the Employee

- 1 making the cash book entries
- 2 signing cheques
- 3 paying into the bank.

- iv "Cheques" signing - all cheques or other bank instruments drawn for more than £10,000 must be manually signed by 2 authorised persons after the amount has been inserted and the Insured must have advised their bankers accordingly.
  - v No cheque or instrument must be signed until one signatory has validated the requisition examined the supporting documentation and ensured the payee is a genuine client or creditor.
  - vi Wages – wages and salary sheets must be checked independently of the Employees responsible for their preparation to ensure that the amounts are correct and that no fictitious names have been included
- c Stock
 

Stocktaking – there must be a physical check on all stock and materials held against verified stock records independently of Employees responsible at intervals of not more than 12 months
  - d Computer Security
    - i All computer operations and security precautions must have been vetted by professional auditors and any recommendations made fully complied with.
    - ii All Employees with access to wage accounts or stock control functions must have a secure individual password to access the system which must be changed at least every 6 months.
    - iii All computer media (disc tapes etc) in respect of wages accounts or stock control must be securely stored in locked cabinets when not in use by authorised Employees.
  - e Auditors
 

The accounts of the Insured, including all subsidiary companies, must be examined by external auditors every 12 months. All recommendations or alternative acceptable to the auditors must be implemented without delay.

## Section 10 – Theft by Employee continued

(This section only applies if stated in the Policy Schedule)

### **f** References

The Insured must obtain satisfactory references to confirm the honesty of each Employee who will be responsible for Money, goods, accounts, computer operations or computer programming.

Such references must be obtained directly from former employers for the 3 years immediately preceding engagement and before the Employee is entrusted without supervision. Any gaps in service must be accounted for.

References need not be obtained in respect of Employees who have satisfactorily and continuously served the Insured for at least three 3 in another capacity before being entrusted with the duties referred to above.

In respect of Employees joining directly from School or Government sponsored youth training schemes one character reference shall be obtained.

A written report of any verbal reference shall be made at the time it is obtained. The original copy of each written reference and the record of any verbal reference shall be retained by the Insured and shall be made available for inspection by the Insurer upon request.

### **g** Termination of Service

Upon the termination of service of any Employee the Insured shall take all reasonable precautions to prevent a loss as insured by this Section, including but not limited to:

- i** the changing of all alarm and other security codes or passwords the Employee had or may have had knowledge of
- ii** the deletion or invalidation of any access codes or passwords the Employee has to access computer or other systems.



# Additional Benefits

## 24 Hour Lawphone legal advice helpline

Lawphone provides advice on any commercial legal matter 24 hours a day, 365 days a year. There is no additional charge for the advice provided by Lawphone. The advice the Insured receives from Lawphone will be in accordance with the laws of Great Britain and Northern Ireland. Lawphone does not provide advice on the laws of any other country or jurisdiction. The Insurer will record the calls for the Insured and Insurer's mutual protection and the Insurer's training purposes.

Lawphone: **0344 873 0845**

When the Insured contacts Lawphone the Insured should quote the Master Policy reference contained within the Policy Schedule and provide a brief summary of the problem. The details will be passed to an advisor who will return the Insured's call.

All areas of law relevant to the Business of the Insured are covered. This advice is available to the Insured during the Period of Insurance of the Policy, although no liability can be accepted for inability to provide advice due to breakdown or failure of the telephone network.

If Lawphone advises that specialist in-depth advice is required the Insured will be passed on to a specialist solicitor to deal with the problem. There may be an additional charge for any work the solicitor is instructed to undertake by the Insured and this additional charge will not be covered by this Policy.

Lawphone is provided by Allianz Legal Protection, part of Allianz Insurance plc.

## Tax advice helpline

This helpline provides advice on any business tax matter affecting the Insured and is available between the hours of 9.00am and 5.00pm, Monday to Friday (excluding Public Holidays). There is no additional charge for the advice provided by this helpline. Advice provided by the helpline will be in accordance with the taxation laws of Great Britain and Northern Ireland. The Tax Advice Helpline cannot provide advice on the laws of any other country or jurisdiction.

Please note that this is a telephone service, which is intended for general enquiries. It does not provide advice on any matter relating to tax planning and does not engage in documentation review or enter into any written correspondence with the Insured, except where the advisor considers it appropriate to forward details of written procedures to the Insured by email. Advice and guidance will be in accordance with the advisor's understanding of the circumstances as described by the Insured.

This service should not be used as a substitute for a formal consultation with the Insured's accountant or other tax advisor, who can review the Insured's particular circumstances in more depth than is intended by this service.

When contacting the Tax Advice Helpline, the Insured should quote the Master Policy reference contained within the Policy Schedule.

Tax Helpline: **0344 873 0244**

The Insured can contact the helpline as often as required during the term of the Policy.

This helpline is provided by Markel Tax a trading division of Markel Consultancy Services Ltd of One Mitchell Court, Castle Mound Way, Rugby CV23 0UY.

Since this service is not provided by the Insurer, the Insurer shall not be liable to the Insured or any Insured Person for any advice given or services rendered by the provider of the Tax Advice Helpline or for any losses incurred in the event that the telephone helpline is not available for any reason.

## Additional Benefits (continued)

### Allianz Legal Online

As part of the Commercial Legal Expenses facility the Insured has access to extensive online business support via Allianz Legal Online.

This facility provides tools and services that will help the Insured to produce legal paperwork in connection with the Insured's Business, for example, bespoke contracts of employment. In addition it provides the Insured with up to date online guidance and advice on many legal issues, such as, employment legal procedures, managing the Insured's Business and debt recovery. The legal paperwork and guidance will always be in accordance with the laws of Great Britain and Northern Ireland.

The Insured can access Allianz Legal Online at: [allianzlegal.co.uk](http://allianzlegal.co.uk).

A registration number is required to enter the web site and this is shown within the Commercial Legal Expenses details on the Policy Schedule. If the Insured has any problems relating to Allianz Legal Online please contact the Allianz Legal Online customer services team on **0345 644 8966** or email them at [support@allianzlegal.co.uk](mailto:support@allianzlegal.co.uk).

If the Insured requires a solicitor review of the document or specialist in-depth advice the Insured will be passed on to a specialist solicitor. There may be an additional charge for any work the solicitor is instructed to undertake by the Insured.

Allianz Legal Online is provided by Epoq Legal Ltd of Middlesex House, 29-45 High Street, Edgware, Middlesex HA8 7UU.

Since the documents, tools and services offered through Allianz Legal Online are not provided by the Insurer, the Insurer shall not be liable to the Insured or any Insured Person for any deficiency in any of the documents, tools and services offered.

### Glass replacement

Broken glass is dangerous and in some circumstances can be a major security risk. Allianz have negotiated a special arrangement for you with one of Britain's leading glass replacement specialists. In an event of emergency or if your property is insecure please phone our Claims Team on **0344 412 9988**.

### Help on starting and running a business

Running a business means facing a constant stream of challenges and opportunities often with limited resources. Whether you're looking for help with management techniques, finance, export skills, design, technology, marketing or information technology, one phone call will put you in touch with a highly experienced team of experts with hands-on experience.

To contact your regional Business Support Helpline, telephone:

#### England:

Business Support Helpline (England)  
enquiries@businesssupporthelpline.org  
Telephone: **0800 998 1098**

**Monday to Friday, 9am to 6pm**  
**(except bank holidays)**

#### Wales:

Business Wales Helpline  
Telephone: **0300 060 3000**

**Monday to Friday, 8.30am to 5.30pm**  
**(except bank holidays)**

#### Scotland:

Find Business Support Scotland  
Telephone: **0300 303 0660**  
Textphone: **0800 023 2071**

**Monday to Friday, 8.30am to 5.30pm**  
**(except bank holidays)**

Support and advice can also be obtained through the GOV.UK website at [gov.uk/business-support-helpline](http://gov.uk/business-support-helpline).

# Additional Benefits (continued)

## Allianz Risk Management

Additional risk management guidance and support can be accessed via [allianz.co.uk/risk-management](https://allianz.co.uk/risk-management), our free, online risk management website which offers an array of information including:

- comprehensive guidance for key and trade sector specific topics, including an overview of criteria to consider and actions to take when assessing and managing risk
- a business impact analysis tool, to assist you in a better understanding of where your business may be vulnerable to disruption and the mitigation measures that can be adopted
- access to a range of discounted online training packages to help you in the management and control of hazards and risks in your workplace
- news keeping you up-to-date with the latest developments in business risk
- A-Z of key UK legislation providing an outline of its purpose, who's responsible for compliance and what needs to be done
- a network of quality approved suppliers providing a range of discounted products and services.

# Privacy Notice Summary

Please find below a summary of our Privacy Notice.  
The full notice can be found on the Allianz UK website:  
[allianz.co.uk/privacy-notice.html](https://allianz.co.uk/privacy-notice.html).

If you would like a printed copy of our Privacy Notice, please contact the Data Rights team using the details below.

Allianz Insurance plc is the data controller of any personal information given to us about you or other people named on the policy, quote or claim. It is your responsibility to let any named person know about who we are and how this information will be processed.

Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy are companies within Allianz Holdings.

**Anyone whose personal information we hold has the right to object to us using it.**

**They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to.**

**If you wish to exercise any of your data protection rights you can do so by contacting our Data Rights team:**

Telephone: **0208 231 3992**  
Email: [datarights@allianz.co.uk](mailto:datarights@allianz.co.uk)  
Address: Allianz,  
57 Ladymead, Guildford,  
Surrey, GU1 1DB

Any queries about how we use personal information should be addressed to our Data Protection Officer:

Telephone: **0330 102 1837**  
Email: [dataprotectionofficer@allianz.co.uk](mailto:dataprotectionofficer@allianz.co.uk)  
Address: Data Protection Officer, Allianz,  
57 Ladymead, Guildford,  
Surrey, GU1 1DB

# Employers' Liability Tracing Office

If your policy provides Employers' Liability cover information relating to your insurance policy will be provided to the Employers' Liability Tracing Office (the "ELTO") and added to an electronic database, (the "Database") in a format set out by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011.

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

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

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

The Database will be managed by the ELTO and further information can be found on the ELTO website [elto.org.uk](http://elto.org.uk).

MIAB is a trading name of The Medical Insurance Advisory Bureau Ltd who are authorised and regulated by the Financial Conduct Authority. Registered in England No: 07217140. Registered Office: Affinity House, Bindon Road, Taunton, Somerset TA2 6AA.

**Allianz Insurance plc.**

Registered in England number 84638  
Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.

Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Financial Services Register number 121849.