

# Your Business Insurance

Packaged Offices and Surgeries



## Packaged Offices and Surgeries Insurance

# Welcome...

## to Covéa Insurance

Thank you for choosing Covéa Insurance.

This is **Your** Packaged Offices and Surgeries policy. It sets out the details of **Your** insurance contract with Covéa Insurance.

**Your** premium has been calculated upon the information shown in the policy **Schedule** and recorded in **Your Statement of Fact**.

Please read the policy and **Schedule** carefully to ensure that the cover meets **Your** requirements.

Please contact **Your** broker if **You** have any questions or if **You** wish to make any adjustments.

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# Introduction

## About Your Policy

The parts of the policy are:

1. the **Statement of Fact**
2. the **Schedule** which confirms the Sections of cover that are insured and any endorsement(s)
3. this policy wording which contains:
  - (a) this Introduction, Customer Information and the General Definitions, General Conditions and General Exclusions all of which apply to all Sections of the policy unless stated otherwise
  - (b) the Sections of cover provided including the Section Definitions, Extensions, Conditions and Exclusions.

**Your** policy is divided into a number of Sections. The **Schedule** shows the Sections of the policy that are operative. Where a Section does not apply, **Your Schedule** will state that it is 'not insured'.

Any word or expression given a specific meaning in:

1. the **Schedule**, any policy endorsement(s), or this Introduction, the Customer Information and the General Definitions, Conditions and Exclusions shall have the same meaning throughout the policy unless **We** state otherwise
2. an individual Section or any Section endorsement(s) shall only have the same meaning throughout such Section or endorsement(s) unless **We** state otherwise.

Any such word or expression given a specific meaning shall be highlighted with a leading capital letter and in bold text within the policy wording.

In return for **You** having paid or agreed to pay the premium for the **Period of Insurance**, **We** will indemnify **You**, subject to the terms contained in or endorsed on the policy, in respect of loss **Damage** or liability or pay other benefits which fall within the operative Sections of this policy, provided that the loss, **Damage** or injury which gives rise to the claim occurs (or in the case of the Employers' Liability Section is caused) during the **Period of Insurance** and in connection with the **Business**.

### IMPORTANT

This policy is a legal contract.

**You** have a duty to make a fair presentation of the risk which is covered by this policy. Therefore **You** should ensure that any information **You** have provided to **Us** and the content of any application form, declaration and/or **Statement of Fact** is accurate and complete. Where **You** have provided **Us** with information which relates to matters of **Your** expectation or belief, it does not matter if such information turns out to be inaccurate provided that **You** acted in good faith when **You** provided **Us** with such information. If **You** do not comply with **Your** duty to make a fair presentation of the risk, **Your** policy may not be valid or the policy may not cover **You** fully or at all.

**You** must also tell **Us** about any facts or changes which affect **Your** insurance and which have occurred either since the policy started or since the last renewal date.

If **You** are not sure whether certain facts are relevant please ask **Your** broker. If **You** do not tell **Us** about relevant changes, **Your** policy may not be valid or the policy may not cover **You** fully or at all.

**You** should keep a written record (including copies of letters) of any information **You** give **Us** or **Your** broker.

# Customer Information

## How to make a Claim - Sections 1-6

Should **You** be unfortunate enough to have to make a claim, Covéa Insurance Commercial Careline will manage all aspects of the claim for **You** from the time it is reported.

Covéa Insurance Commercial Careline is a service operated 24 hours a day, 365 days a year.

**You** can notify **Us** of a claim by:

Telephone: **0330 024 2266**

All calls may be recorded for training and evidential purposes.

Email: [newcommercialclaims@coveainsurance.co.uk](mailto:newcommercialclaims@coveainsurance.co.uk)

Post: Covéa Insurance Commercial Careline, A&B Mills, Dean Clough, Halifax, HX3 5AX

Staff trained in managing commercial claims will:

- Take details of **Your** claim over the phone, in most cases removing the need for completion of an incident report form.
- Take control of the management of **Your** claim from start to finish.

**Our** aim is to bring **Your** claim to a satisfactory conclusion.

## 24 hour Emergency Assistance

As a Covéa Insurance **Policyholder You** have 24 hour access to emergency assistance should **You** encounter a problem affecting **Your Business Premises** ranging from a broken window to a fire or any other emergency including:

- Emergency glazing
- Locks
- Plumbing

Arrangements will be made for a suitable contractor or repairer to attend, although if the incident is not covered by **Your** policy **You** will be responsible for all costs incurred.

## Section 7: Legal Expenses

Claims should immediately be reported to Financial and Legal Insurance Company:

Telephone: **0161 603 2203**

Email: [nonmotorclaims@financialandlegal.co.uk](mailto:nonmotorclaims@financialandlegal.co.uk)

Post: Financial and Legal Insurance Company, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

## Legal Expenses Helpline

As a Covéa Insurance **Policyholder** should **You** require advice on any **Business** legal problem, **You** may use the 24 hour telephone helpline at any time within the **Period of Insurance** of this policy.

This service is provided for **Your** benefit by Financial and Legal Insurance Company. To take advantage of this service telephone 0161 603 2203 and quote **Your** policy number shown on **Your** policy **Schedule**.

## Counselling Service

This will provide **You** with access to a confidential counselling service available 24 hours a day/365 days a year. The service is provided by Care First in partnership with MSL Legal Expenses Limited. Care First counsellors are British Association for Counselling and Psychotherapy (BACP) accredited and professionally qualified to a minimum of BACP diploma level.

The confidential counselling service can be used to discuss a wide range of concerns. Whether the issue is personal or work related, Care First will be able to assist **You**.

To contact the Counselling Helpline please telephone **0800 197 4515**.

## Choice of Law

The parties to an insurance contract are free to choose the law that will apply. Unless **We** agree in writing with **You** otherwise, this insurance shall be subject to the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where **You** have **Your** principal place of business. If there is any dispute, the law of England and Wales shall apply.

## How to make a Complaint- Sections 1-6

It is always **Our** intention to provide a first class standard of service. However **We** do appreciate that occasionally things go wrong. In some cases the broker who arranged **Your** insurance will be able to resolve any concerns, particularly if **Your** complaint relates to the way the policy was sold, and **You** should contact them directly.

Alternatively please contact **Us** using the following details quoting **Your** policy or claim number.

Customer Relations, Covéa Insurance, A & B Mills, Dean Clough, Halifax, HX3 5AX

Telephone: **0330 221 0444**

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

Email: [customer.relations-rdg@coveainsurance.co.uk](mailto:customer.relations-rdg@coveainsurance.co.uk)

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in **Our** leaflet 'Complaints Procedure' which is available on request or may be downloaded from **Our** website at [www.coveainsurance.co.uk/complaints](http://www.coveainsurance.co.uk/complaints).

## Section 7 – Legal Expenses

MSL Legal Expenses Limited aims to provide a first class standard of service at all times. If **You** wish to raise a complaint relating to the sale of the Legal Expenses Insurance Section, please contact **Your** broker.

# Customer Information

## continued

If **You** feel that MSL Legal Expenses Limited have let **You** down and **You** wish to raise a complaint, please contact them:

Telephone: 0161 492 5834

Email: [complaints@financialandlegal.co.uk](mailto:complaints@financialandlegal.co.uk)

Post: Financial and Legal Insurance Company, No. 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

Please quote the policy number shown on **Your Schedule** on all correspondence.

Their staff will attempt to resolve **Your** complaint within three business days of receipt and a summary resolution communication letter will be sent to **You**. Where this is not possible, they will acknowledge **Your** complaint promptly. If the complaint is not resolved within four weeks of receipt, they will write to **You** and let **You** know what further action they will take. A final response letter will be issued within eight weeks of receipt.

### Financial Ombudsman Service – all Sections

**You** may be eligible to refer **Your** complaint to the Financial Ombudsman Service. There are a few instances where they will not be able to assist and they will confirm if **Your** complaint is eligible when **You** contact them. Their contact details are:

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

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### Financial Services Compensation Scheme

Covéa Insurance, MSL Legal Expenses Limited and Financial & Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme. **You**/an Insured Person may be entitled to compensation from the scheme if **We** or MSL Legal Expenses Limited or Financial & Legal Insurance Company Limited are unable to meet **Our** liabilities under this insurance.

Further information is available from the

Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Telephone: 020 7741 4100

Website: [www.fscs.org.uk](http://www.fscs.org.uk)

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

### How We Use Your Information

Please visit [www.coveainsurance.co.uk/dataprotection](http://www.coveainsurance.co.uk/dataprotection) for further information about how and when **We** process **Your** personal information under **Our** full Privacy Policy.

The personal information, provided by **You**, is collected by or on behalf of Covea Insurance plc ('**We, Us, Our**') and may be used by **Us, Our** employees, agents and service providers acting under

**Our** instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

**We** may process **Your** information for a number of different purposes. For each purpose **We** must have a legal ground for such processing. When the information that **We** process is classed as "sensitive personal information", **We** must have a specific additional legal ground for such processing.

Generally, **We** will rely on the following legal grounds:

- It is necessary for **Us** to process **Your** personal information to provide **Your** insurance policy and services. **We** will rely on this for activities such as assessing **Your** application, managing **Your** insurance policy, handling claims and providing other services to **You**.
- **We** have an appropriate business need to process **Your** personal information and such business need does not cause harm to **You**. **We** will rely on this for activities such as maintaining **Our** business records and developing, improving **Our** products and services.
- **We** have a legal or regulatory obligation to use such personal information.
- **We** need to use such personal information to establish, exercise or defend **Our** legal rights.
- **You** have provided **Your** consent to **Our** use of **Your** personal information, including sensitive personal information.

### How We Share Your Information

In order to sell, manage and provide **Our** products and services, prevent fraud and comply with legal and regulatory requirements, **We** may need to share **Your** information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **Our**, or **Your** behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Covea Insurance Group

### Marketing

**We** will not use **Your** information or pass it on to any other person for the purposes of marketing further products or services to **You** unless **You** have consented to this.

### Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **We** will check **Your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

# Customer Information

## continued

**We** may also conduct credit reference checks in certain circumstances. **You** can find further details in **Our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **We** conduct credit reference checks and how these checks might affect **Your** credit rating.

### Automated Decisions

**We** may use automated tools with decision making to assess **Your** application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether **We** are able to offer insurance, the appropriate price for **Your** policy or whether **We** can accept **Your** claim. If **You** object to an automated decision, **We** may not be able to offer **You** an insurance quotation or renewal.

### How to Contact Us

Please contact **Us** if **You** have any questions about **Our** Privacy Policy or the information **We** hold about **You**:

Email: [dataprotection@coveainsurance.co.uk](mailto:dataprotection@coveainsurance.co.uk).

### 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 2010.

The Database assists individual consumers (the 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 who are covered by the employers' liability insurance of their employers to identify:

- which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- 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: [www.elto.org.uk](http://www.elto.org.uk)

### Registration and Regulatory Information

Insurance cover under Sections 1-6 are provided by Covea Insurance plc. Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registration Number 202277. Registered Office: A & B Mills, Dean Clough, Halifax, HX3 5AX. Registered in England and Wales Number 613259.

The legal expenses cover under Section 7 is underwritten by Financial & Legal Insurance Company Limited Registered in England No. 03034220. Registered Office: No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, their Firm Reference Number is 202915.

The legal expenses cover under Section 7 is administered by MSL Legal Expenses Limited. Registered in England No. 2210857. Registered Office: No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

MSL Legal Expenses Limited is authorised and regulated by the Financial Conduct Authority, their Firm Reference Number is 311676.

**You** can check the regulatory status of each firm on the Financial Services Register by visiting the Financial Conduct Authority's website: [www.fca.org.uk/register](http://www.fca.org.uk/register).

# General Definitions

Each Section of the policy contains definitions which apply to that particular Section and they must be read in conjunction with the following General Definitions.

### Business

The Business stated in the **Schedule** conducted solely within the **Territorial Limits** including:

1. the ownership repair and maintenance of the **Premises**
2. the provision of first aid but excluding any first aid provided by any qualified medical practitioner or nurse
3. private work undertaken by any **Employee** with **Your** prior consent for any director, partner, senior official or other **Employee** of **Yours**
4. the provision and management of canteen, sports, social and welfare organisations by **You** for the benefit of the **Your Employees**
5. **Your** participation in exhibitions.

### Business Hours

The period during which the **Premises** are occupied by **You** or **Your** authorised **Employees** for the purposes of the **Business**.

### Damage

Accidental loss destruction or damage unless otherwise excluded.

### Defined Peril

1. Fire
2. Lightning
3. Explosion
4. Aircraft or other aerial devices or articles dropped therefrom
5. Earthquake
6. Riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances
7. Malicious persons other than thieves
8. Theft
9. Storm
10. Flood
11. Escape of water from any tank apparatus or pipe
12. Escape of oil from any fixed heating installation
13. Impact by any road vehicle or animal.

### Employee

Any person working under **Your** control in connection with the **Business** who is:

1. under a contract of service or apprenticeship with **You**
2. a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by **You**

3. a labour master or labour only sub-contractor or person supplied by them
4. a self-employed person providing labour only
5. a trainee or person undergoing work experience, training, study or exchange scheme
6. a voluntary helper.

### Europe

The **Territorial Limits**, any member country of the European Union, Iceland, Liechtenstein, Norway and Switzerland.

### Excess

The amount stated in this policy or the **Schedule** or any endorsement for which **You** will be responsible and which will be deducted from each and every claim.

### Period of Insurance

Period of Insurance stated in the **Schedule** and any subsequent period for which **We** have accepted a renewal premium.

### Pollutants

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled reconditioned or reclaimed.

### Pollution or Contamination

1. All pollution or contamination of buildings or other structures or of water or land or the atmosphere and
  2. All Bodily Injury or **Damage** directly or indirectly caused by such pollution or contamination
- arising from **Pollutants**.

### Premises

The buildings or part of the buildings and the land inside the boundary of the risk address shown in the **Schedule** occupied by **You** for the purpose of the **Business**.

### Property Insured

1. Buildings
2. Contents
3. Office or Surgery Front
4. Tenants Improvements
5. Other property

as specified in the **Schedule**.

### Rent Payable

The money paid or payable by **You** for accommodation and services provided (including service charges) at the **Premises**.



# General Definitions

## continued

### Schedule

The document that specifies **Your** details, the **Premises**, the **Property Insured** and any **Excess** endorsement(s) and Conditions applicable. The Schedule shows the Sections of the policy that are operative.

### Statement of Fact

This is a record of the information that **You** provided to **Us** about **You** and **Your Business** upon which **Your** insurance quotation is based.

### Territorial Limits

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

### Vacant or Unoccupied

Buildings or part thereof that have become unoccupied, untenanted or which have not been actively used for a period of more than 30 days.

### Vehicle

Any road vehicle including trailers and containers.

### We/Us/Our

Covea Insurance plc.

### You/Your/Policyholder

The person(s) or Company named in the **Schedule**.

# General Conditions

The following General Conditions shall apply to all Sections of this policy unless stated otherwise.

## 1. Alteration in Risk

**You** or **Your** broker must tell **Us** immediately if during the **Period of Insurance** there is any alteration in risk or to the facts which **You** disclosed when **You** took out this policy, which materially affects the risk of injury, loss, **Damage** or liability which would fall within the policy cover. This includes but is not limited to alterations to the **Business** or the **Premises**.

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this policy (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the policy in accordance with General Condition 2 (b) Our Rights to Cancel the Policy.

If an alteration creates an additional premium, this will be subject to a minimum premium of £10 plus insurance premium tax. If an alteration creates a lower premium, **We** will refund any difference, except for the first £10 or any difference which is less than £10 plus insurance premium tax, which will be retained to cover administrative costs.

If **You** fail to tell **Us** about an alteration in risk, **We** may:

- (a) terminate the policy back to the date when the alteration occurred, if **We** would have cancelled the policy had **You** told **Us** of the alteration in risk;
- (b) proportionately reduce the amount payable in respect of a claim; and/or
- (c) treat the policy as if it contained such different terms (other than relating to the premium) that **We** would have applied to the policy had **You** told **Us** of the alteration in risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** told **Us** about the alteration in risk. For example, if the premium which **You** actually paid is 70% of the premium **We** would have charged, **We** will only pay 70% of any claim.

## 2. Cancellation

### (a) Your Rights to Cancel the Policy

**You** may cancel this policy within 14 days from the date it begins or from the date **You** receive this policy document and **Schedule**, whichever is the latter, returning the policy document and **Schedule** to **Your** broker. If cover has not yet started **You** will receive a full refund of the premium. If cover has started **We** will refund the premium for the exact number of days left on the policy. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**.

In the event of cancellation by **You** after the 14 day period described above, **We** will refund the premium for the exact number of days left on the policy. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**.

### (b) Our Rights to Cancel the Policy

**We** or any agent appointed by **Us** and acting with **Our** authority have the right to cancel **Your** policy, where there is a valid reason for doing so.

**We** will give **You** 14 days notice of cancellation in writing, by recorded delivery, to the latest address **We** have for **You** and will set out **Our** reason for cancellation in **Our** letter. Valid reasons may include but are not limited to:

- (i) not:
  - paying a premium when it is due
  - co-operating with **Us**, or sending **Us** information or documentation that materially affects **Our** ability to process the policy or **Our** ability to defend **Our** interests
  - taking all reasonable precautions to prevent or minimise **Damage** accident or injury as required by General Condition 8. Reasonable Precautions of this policy and failing to put this right when **We** ask **You** to by sending **You** 7 days written notice to **Your** latest address.
- (ii) use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers.
- (iii) not:
  - giving **Us** access to **Your** **Premises** when **We** have asked to carry out a risk survey
  - complying with any risk improvements required by **Us** following a survey within the timescales specified.

If **We** cancel **Your** policy, **We** will refund the premium for the exact number of days left on the policy. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**.

If **You** are paying by monthly instalments:

- (a) all outstanding monies must be paid to **Us** as described in **Your** Loan Agreement
- (b) **We** may exercise **Our** right to collect the balance of any outstanding premium in the event of a claim.

## 3. Change of Risk or Interest

This policy shall be avoided if:

- (a) **Your** interest ceases other than by death
- (b) the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance unless **We** have accepted the change.

Nothing contained in this policy shall give any right against **Us** to any person other than **You** except to a transferee approved by **Us**.

# General Conditions

## continued

### 4. Contracts (Rights of Third Parties) Act 1999

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

### 5. Fair Presentation of the Risk

**You** must make a fair presentation of the risk when **You** first take out this policy and also whenever **You** renew it or ask **Us** to change **Your** cover.

If **You** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact, or disclosing material facts to **Us** in a way which is not clear and accessible **We** may avoid this policy and refuse all claims where:

- (a) such failure was deliberate or reckless; or
- (b) **We** would not have entered into this policy on any terms had **You** made a fair presentation of the risk.

Should **We** avoid this policy **We**:

- (a) shall treat the policy as if it had not existed from the start date, the renewal date, or the date when **You** asked **Us** to change **Your** cover, depending on when the failure to make a fair presentation of the risk occurred
- (b) shall return the premium paid for the period for which the policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
- (c) may deduct from any return of premium due to **You** any monies already paid in respect of claims falling within the period for which the policy is treated as not having existed or require **You** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **We** would have entered into or renewed this policy, or agreed to make changes to **Your** cover on different terms had **You** made a fair presentation of the risk, **We** may:

- (a) proportionately reduce the amount payable in respect of a claim; and/or
- (b) treat the policy as if it contained such different terms (other than relating to the premium) that **We** would have applied to the policy had **You** made a fair presentation of the risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the policy started, was renewed or when changes were made to **Your** cover, depending on when **You** failed to make a fair presentation of the risk.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** made a fair presentation of the risk. For example, if the premium which **You** actually paid is 70% of the premium **We** would have charged, **We** will only pay 70% of any claim.

Where this policy provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **We** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **You** on their behalf) makes a careless misrepresentation, in which case **We** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

### 6. Instalments

If **You** have a Loan Agreement with Covéa Insurance to pay for **Your** insurance it is a condition precedent to **Our** liability that payments shall be made in line with the Loan Agreement otherwise all benefit under the policy shall be forfeited and the policy shall be cancelled as outlined in **Your** Loan Agreement.

### 7. Other interests

The interests of third parties which **You** are required to include on this policy under the terms of any mortgage, property lease or hiring leasing or hire purchase agreement are automatically deemed to be covered subject to **You** advising **Us** at the time of notification of any claim.

### 8. Reasonable Precautions

**You** must:

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

### 9. Reinstatement of Sum Insured

**We** will in the event of **Damage** under this policy automatically reinstate the sum insured unless there is written notice by **Us** to the contrary, provided that:

- (a) **You** undertake to pay the appropriate additional premium
- (b) **You** immediately implement any recommendations **We** make to prevent further **Damage** and effect all repair or replacement work without delay.

### 10. Vacant or Unoccupied Buildings

It is a condition precedent to **Our** liability that whenever the Buildings or part thereof are **Vacant or Unoccupied You** will notify **Us**:

# General Conditions

## continued

- (a) immediately **You** become aware that the Buildings are **Vacant or Unoccupied**
- (b) of any **Damage** to the **Vacant or Unoccupied** Buildings whether such **Damage** is insured or not
- (c) that the Buildings are to be occupied by contractors for renovation, alteration or conversion purposes.

The following action must be implemented by **You**:

- (i) an internal and external inspection of the Buildings every 7 days by **You** or an authorised representative and a written record of such inspections maintained
- (ii) all trade refuse and waste materials are removed from the interior of the Buildings and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **You**
- (iii) the Buildings must be secured against unlawful entry and all locks bolts and other protective devices in full operation
- (iv) all ground floor window openings must be securely fastened and if specified by **Us** in writing boarded up in accordance with **Our** requirements
- (v) ensure all letterboxes are sealed to prevent insertion of material
- (vi) all sources of power fuel or water are turned off and the water system drained down other than:
  - where electricity is needed to maintain any fire or intruder alarm system in operation
  - where the Buildings are protected by a wet sprinkler installation to provide sufficient heat to prevent freezing or bursting of the sprinkler installation.

In the event of any breach of security of the Buildings, malicious damage or any evidence of unlawful entry or attempted entry to the Buildings **You** will immediately:

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

### 11. Sanctions

**We** shall not provide cover or be liable to provide indemnity or pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** or any member of **Our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, United States of America or European Union.

### 12. Survey and Risk Improvement

It is a condition precedent to **Our** liability under this policy that:

- (a) as required by **Us**, **We** will be allowed access to the **Premises** to carry out a survey either:
  - (i) after inception of this policy
  - (ii) prior to or post renewal of this policy; or
  - (iii) the date **We** confirm cover in respect of an alteration made to this policy
- (b) **You** will in respect of such survey:
  - (i) supply an appropriate contact name, contact telephone number and email address (where appropriate) to facilitate the survey
  - (ii) co-operate fully with **Us** during the visit on the agreed date(s); and
  - (iii) implement any risk improvement requirements set out in a risk improvement report forwarded after survey to **You** by **Us**, within the timescales specified therein and all risk improvement requirements remain in place and fully operational throughout the currency of this policy.

**We** reserve the right to amend terms, Definitions, Conditions, Clauses, Exclusions and premium, of this policy, or withdraw cover under this policy if **You** fail to comply with any of the above. If **We** exercise any of the above options, **We** will advise **You** in writing confirming the action being taken.

# Claims Conditions

All of the following Claims Conditions apply in addition to any Claims Conditions contained in the Sections of this policy.

### 1. Average

If at the time of any loss the total sum insured specified in the **Schedule** is less than 85% of the total value of the **Property Insured** **We** shall bear only that proportion of the loss which the total sum insured bears to the total of the **Property Insured**.

### 2. Claims Procedure

It is a condition precedent to **Our** liability that in the event of a claim or possible claim:

- (a) **You** must advise the police as soon as reasonably possible if there has been a theft, attempted theft, riot damage, vandalism or any malicious act or if any **Property Insured** has been lost outside the **Premises**
- (b) **You** must advise **Us** as soon as reasonably possible
- (c) **You** must not admit or repudiate liability without **Our** written consent
- (d) **You** must inform **Us** immediately of any claim being made, or of any impending prosecution, inquest or fatal accident inquiry. All documentation relating to any accident, claim, prosecution or court proceedings must be sent to **Us** immediately, unacknowledged
- (e) **You** must provide at **Your** own expense all details and evidence **We** may reasonably require
- (f) **You** must take all reasonable steps to mitigate the extent of any **Damage**
- (g) **We** are entitled to enter any building where **Damage** to **Property Insured** by this policy has occurred and to take possession of and deal with any salvage in a reasonable manner. No property may be abandoned to **Us**.

### 3. Fraudulent Claims

For the purposes of this condition the definition of 'You / Your' will also include any person who is entitled to benefit from the policy to the extent that a claim is made by or on their behalf.

If **You** or anyone acting on **Your** behalf makes a claim which is in any way fraudulent **We**:

- (a) will not pay the claim
- (b) may recover from **You** any sums already paid by **Us** in respect of the claim; and
- (c) may notify **You** that **We** are treating this policy as having terminated with effect from the time of the fraudulent act.

If **We** do treat this policy as having terminated **You** will have no cover under this policy from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not the **Policyholder** this condition applies only to that person's claim and references to 'this policy' should be read as if they were

references to the cover for that person alone and not to the policy as a whole.

Fraudulent claims include but are not limited to:

- (a) making a claim which is fraudulent, fictitious or known to be false
- (b) intentionally exaggerating or inflating a claim
- (c) supporting a claim with false or forged documents, information or statements
- (d) wilfully causing loss, **Damage** or injury

### 4. Other Insurances

If **Damage** or liability which is the subject of a claim under this policy is covered by any other insurance **We** will only pay **Our** rateable proportion of the claim.

### 5. Subrogation

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

- (a) the defence or settlement of any claim
- (b) steps to enforce rights against any other party before or after payment is made by **Us**.

### 6. Terms not Relevant to Actual Loss

If payment of a claim is conditional upon compliance with any term of this policy **We** will not pay for any claim where the term has not been complied with except where the term concerned:

- (a) is operative only in connection with particular premises or locations;
- (b) is operative only at particular times; or
- (c) is intended to reduce the risk of particular types of injury, loss, **Damage** or liability

where **We** will pay for claims in respect of which **You** can prove that non-compliance with the term could not have increased the risk of the injury, loss, **Damage** or liability which occurred.

# General Exclusions

The following General Exclusions apply to all Sections unless otherwise stated and in addition to the Exclusions contained in each Section.

This policy does not cover:

## 1. War Government Action and Terrorism

- (a) **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs directly or indirectly caused by or contributed to by or arising from:
- (i) **War Government Action** or **Terrorism**
  - (ii) civil commotion in Northern Ireland
- (b) legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from **War Government Action** or **Terrorism** except to the extent stated in the Liability Provisions.

For the purpose of this Exclusion and its Liability Provisions: **War** shall mean war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution or military or usurped power.

**Government Action** shall mean martial law confiscation nationalisation requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to war.

**Terrorism** shall mean:

- (a) any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division of any nation, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
- (i) involves serious violence against a person
  - (ii) involves serious damage to property
  - (iii) endangers a person's life other than that of the person committing the action
  - (iv) creates a serious risk to the health or safety of the public or a section of the public
  - (v) is designed to interfere with or seriously disrupt an electronic system.
- (b) any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism.

### Liability Provisions

Subject otherwise to the terms definitions exclusions provisions and conditions of this policy **We** will indemnify **You** under Section 4: Employers' Liability provided that in respect of any one occurrence or series of occurrences arising out of any one original cause **Our** liability in respect of all legal liability, costs and expenses directly or

indirectly caused by or contributed to by or arising from **Terrorism** shall not exceed £5,000,000.

**We** will indemnify **You** under Section 5: Public and Products Liability against legal liability, costs and expenses directly or indirectly caused by or contributed to by or arising from **Terrorism** provided that **Our** liability shall not exceed:

- (a) in respect of or arising out of any one occurrence or series of occurrences arising out of one original cause £2,000,000 or the amount of the Limit of Liability stated in the **Schedule** whichever is the lower but in respect of Products supplied this limitation shall apply to all insured events occurring in any one **Period of Insurance**
- (b) in respect of all **Pollution or Contamination** consequent upon **Terrorism** and which is deemed to have occurred during any one **Period of Insurance** £2,000,000 in the aggregate or the amount of the Limit of Liability stated in the **Schedule** whichever is the lower.

## 2. 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 or occasioned by or happening through or in consequence of:

- (a) ionising radiations from or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter
- (d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter, but the exclusion in this paragraph (d) shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
- (e) any chemical biological bio-chemical or electromagnetic weapon

As far as concerns Bodily Injury caused to any **Employee** of **Yours** if such Bodily Injury arises out of and in the course of employment or engagement of such person by **You** this exclusion shall apply only in respect of:

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

## 3. Sonic Bangs

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

# General Exclusions

## continued

### 4. Northern Ireland

**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.

### 5. Asbestos

(not applicable to Section 4: Employers' Liability)

Any loss cost expense or liability for Bodily Injury loss or **Damage** directly or indirectly arising out of or resulting from the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

### 6. Confiscation & Nationalisation

Confiscation nationalisation or requisition by order of any government public municipal local or customs authority.

### 7. Electronic Risk

(not applicable to Section 4: Employers' Liability and Section 5: Public and Products Liability)

- (a) loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
- (i) loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a **Computer System**, unless subject to the provisions of paragraph (b)
  - (ii) loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data** unless subject to the provisions of paragraph (c).
- (b) Notwithstanding paragraph (a) above, and subject to all terms, Conditions and Exclusions of this policy or any endorsement thereto, this policy covers physical damage to property insured under this policy and any consequential loss directly resulting therefrom where such physical damage is directly occasioned by any of the **Defined Perils** as described below.
- (c) Notwithstanding sub paragraph (a) (ii) above, in the event that hardware or the **Data** storage device of a **Computer System** insured under this policy sustains physical damage caused by a **Defined Peril** which results in damage to or loss of **Data** stored on that hardware or the **Data** storage device, then the damage to or loss of such **Data** shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost **Data** shall only be the costs of reproducing **Data** if such costs are indemnified under this policy. Such costs shall include all reasonable and necessary expenses incurred in recreating, gathering or assembling such **Data**, but does not include the value of the **Data** to **You** or any other party even if such **Data** cannot be recreated, gathered or assembled.

For the purposes of this Exclusion the following Definitions apply:

**Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

**Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

**Defined Peril** means fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

### 8. Marine

**Damage** to property which at the time of the happening of the **Damage** is insured by any marine policy or policies (or would but for the existence of this policy) except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this policy not been effected.

### 9. Pollution or Contamination

(not applicable to Section 4: Employers' Liability and Section 5: Public and Products Liability)

**Damage** caused by pollution or contamination but this shall not exclude destruction of or **Damage** to the **Property Insured**, not otherwise excluded, caused by:

- (a) pollution or contamination which itself results from a **Defined Peril**; or
- (b) a **Defined Peril** which itself results from pollution or contamination.

### 10. Communicable Disease

(not applicable to Section 4: Employers' Liability and Section 5: Public and Products Liability)

- (a) any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with:
- (i) a **Communicable Disease**; or
  - (ii) the fear or threat (whether actual or perceived) of a **Communicable Disease**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

The above exclusion includes, without limitation to the scope of the foregoing:

1. any cost to clean up, detoxify, remove, monitor or test:
  - (a) for a **Communicable Disease**; or
  - (b) any property insured hereunder that is affected by such **Communicable Disease**,

and

# General Exclusions

continued

2. any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any **Communicable Disease**.
- (b) However, paragraph (a) shall not apply to physical loss or destruction of, or physical damage to, property and any resulting consequential loss, to the extent that **You** establish that such physical loss, destruction or damage was directly caused by:
  - (i) Terrorism (as defined in this policy), or
  - (ii) a **Defined Peril** as described belowwhere specifically insured by this insurance.

All other terms, Conditions and Exclusions of the insurance remain the same.

For the purposes of this Exclusion the following Definitions apply:

**Communicable Disease** means any type of disease or illness 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, any pathogen, virus, bacterium, parasite or other organism or any variation thereof, 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, illness, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property of any type.

**Defined Peril** means one of the following perils if specifically insured by this insurance:

Fire (howsoever caused); lightning; explosion; aircraft and aerial devices dropped from them; riot; civil commotion; strikers; damage caused by malicious persons; windstorm; rainstorm; hail; tornado; cyclone; typhoon; hurricane; earthquake; seaquake; seismic and/or volcanic disturbance/eruption; flood (howsoever caused); freeze; ice storm; weight of snow or ice; avalanche; meteorite or asteroid impact; landslip; landslide; mudslide; escape of water, oil or hydraulic fluid from any tank, apparatus or pipe; sprinkler leakage; impact by any road vehicle or animal; theft or attempted theft; mechanical or electrical breakdown; subsidence; heave; implosion; or collapse.



# Section 1: Property Damage

## Definitions

The following definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### Buildings

The Building or Buildings stated in the **Schedule** for which **You** are legally responsible including:

- (a) outbuildings
- (b) permanent fixtures and fittings including alarms systems
- (c) foundations, extensions, annexes, gangways, conveniences and sub-stations
- (d) car parks, driveways, paths, steps roadways and yards
- (e) walls, gates and fences
- (f) piping, ducting, cabling and control gear
- (g) fuel tanks, telephone, gas, water and electric meters, fibre optic or integrated services, digital network lines
- (h) sanitary ware, fixed glass, fanlights, skylights and partitions, solar panels and wind turbines
- (i) air conditioning and central heating systems
- (j) underground services

### Computer Equipment

Electronic computer or other data processing and storage equipment, including media and other items used in conjunction with such equipment and **Portable Computer Equipment**.

### Contents

The following property used solely in connection with **Your Business**, belonging to **You** or for which you are legally responsible and kept at the **Premises**:

- (a) machinery and plant
- (b) electronic equipment
- (c) **Computer Equipment**
- (d) **Personal Effects** not exceeding £750
- (e) airline tickets and travellers cheques up to £5,000
- (f) **Stock**
- (g) specified contents (shown in the **Schedule**)
- (h) unspecified contents
- (i) **Specified All Risks**
- (j) refrigerated contents (including drugs and medicines)
- (k) artwork, curios, pictures and other works of art not exceeding £5,000 for any single item
- (l) precious metals up to £500

not including **Vehicles, Money, Tenant's Improvements** and **Office or Surgery Front**.

### Medical/Visiting Bags

Medical/Visiting Bags or cases including equipment, drugs, medicines used in connection with **Your Business**.

### Office or Surgery Front

The front of the **Premises** for which **You** are legally responsible as occupier and not as owner including all fixed glass therein lettering or designs superimposed on glass blinds and fittings thereon.

### Overnight

Between the hours of 21.00 and 06.00.

### Personal Effects

Personal possessions normally worn, carried by, on or about the person, clothing, tools and pedal cycles not otherwise insured, belonging to **Your** directors, partners, **Employees**, customers and visitors.

### Portable Computer Equipment

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

### Refrigeration Unit

Refrigerators, freezer units and chiller cabinets, cold room or cold store.

### Rent Payable

The money paid or payable by **You** for accommodation and services provided (including service charges) at the **Premises**.

### Specified All Risks

Property used solely in connection with **Your Business** belonging to **You** or for which **You** are legally responsible comprising of:

- (a) **Computer Equipment**
- (b) electronic equipment
- (c) **Medical/Visiting Bags**
- (d) artwork, curios, pictures and other works of art
- (e) audio/video equipment

### Stock

**Stock** and materials in trade belonging to **You** or for which **You** are legally responsible including:

- (a) raw materials
- (b) work in progress

# Section 1: Property Damage

## continued

- (c) finished goods
- (d) goods in trust
- (e) trade samples
- (f) drugs, vaccines, medicines and medical supplies
- (g) stock of refrigerated and non-refrigerated drugs, vaccines and medicines not exceeding £10,000 any one **Period of Insurance**.

### Tenant's Improvements

Improvements, alterations and decorations which have been undertaken to the **Buildings** either by **You** or a previous occupier, as tenant and for which **You** are legally responsible as occupier and not as owner.

### Working Day of the Driver

The period in any day during which a **Vehicle** is being used for purposes in connection with the **Business**.

### Cover

**Damage** occurring at or within 50 metres of the **Premises** to the **Property Insured** described in the **Schedule** occurring during the **Period of Insurance**.

### Extensions

The following Extensions apply to this Section.

#### Additional Costs of Construction – Energy Efficiency

**We** will pay for the additional costs of reinstatement following **Damage** to the **Buildings** arising solely from the necessity to comply with the application of the EC Directive on Energy Performance on Buildings 2002/91 (as enacted in applicable national law) provided that **We** will not be liable under this cover for any such costs or expenses:

- (a) in respect of **Damage** occurring prior to the inception of this Section
- (b) for work which takes more than 12 months from the date of **Damage** unless prior consent has been given by **Us**
- (c) in respect of property entirely undamaged.

**Our** liability will not exceed £100,000 or 10% of the Property Damage sum insured shown in the **Schedule**, whichever is the lower.

#### Additional Statutory Costs

**We** will pay reasonably and necessarily incurred additional costs involved in complying with statutory regulations or local authority requirements following **Damage** to the **Property Insured** provided that **We** will not be liable under this cover for any such costs or expenses:

- (a) incurred following **Damage** to **Stock**
- (b) in respect of **Damage** occurring prior to the inception of this Section

- (c) in respect of property entirely undamaged
- (d) where notice to comply has been served upon **You** prior to the occurrence of **Damage**
- (e) for work which takes more than 12 months from the date of **Damage** unless prior consent has been given by **Us**.

**Our** liability will not exceed £500,000 or 10% of the Property Damage sum insured shown in the **Schedule**, whichever is the lower.

#### AGM, Exhibition or Conference Cancellation

In the event of **Damage** at any property within the **Territorial Limits** where **You** are organising an Annual General Meeting, exhibition or conference resulting in its cancellation **We** will pay for the cost necessarily and reasonably incurred in its reorganisation.

**Our** liability will not exceed £5,000 for any one occurrence or £10,000 in any one **Period of Insurance**.

#### Architects' and Surveyors' Fees

Within the overall limit of the sum insured on **Property Insured** (excluding **Stock**) **We** will pay the cost of architects', surveyors', consulting engineers', legal and other fees necessarily and reasonably incurred with **Our** consent in the reinstatement or repair of the property following **Damage** but excluding fees charged for the preparation of any claim.

#### Automatic Worldwide Cover

The **Specified All Risks** and **Personal Effects** are covered whilst temporarily removed from the **Premises** and in transit thereto and therefrom anywhere in the World provided that this cover does not apply to property in so far as it is otherwise insured.

**Our** liability will not exceed £5,000 for a single item or £25,000 for any one occurrence, whichever is the lower.

#### Capital Additions

This Section includes:

- (a) newly acquired and/or newly erected **Buildings** and **Contents** anywhere within the **Territorial Limits** in so far as such property is not otherwise insured
- (b) alterations, additions and improvements to existing **Buildings** and **Contents** at the **Premises** but excluding any appreciation in value of such property during the **Period of Insurance** provided that **You** will notify **Us** of such capital additions as soon as possible or within 6 months of the addition and pay the appropriate additional premium that may be required to provide retrospective cover from the commencement date of **Your** liability for such property. Following such notification the provisions of this clause are fully reinstated.

**Our** liability will not exceed £250,000 or 10% of the Property Damage sum insured shown in the **Schedule**, whichever is the lower.

# Section 1: Property Damage

## continued

### Contract Price

In respect of goods sold but not delivered for which **You** are legally responsible and where the sale contract is cancelled by reason of **Damage** then **Our** liability will be based on the contract price. For the purpose of the Basis of Claims Settlement **(h)** the sum insured will be calculated on the same basis.

### Contracting Purchaser

If **You** contract to sell the **Buildings** the purchaser will be entitled to the benefit provided by this Section, between the exchange of contracts and the completion of the sale, provided that the purchaser completes the purchase and the **Buildings** are not otherwise insured.

### Debris Removal Costs

- (a)** The insurance provided by this Section extends to include costs and expenses necessarily incurred by **You** with **Our** consent in:
- (i)** removing debris
  - (ii)** dismantling or demolishing
  - (iii)** shoring up or propping

of the portion or portions of the **Property Insured** which has been subject to **Damage** but excluding any such costs or expenses incurred in respect of **Stock**

- (b)** where **Stock** is insured the insurance by this Section includes costs and expenses necessarily incurred by **You** with **Our** consent in removing debris of the portion or portions of such insured property which has suffered **Damage** but **Our** liability in respect of **Damage** to **Stock** will not be increased above the respective sum insured by the operation of this Extension

provided that **We** will not be liable for any such costs or expenses:

- (i)** incurred in removing debris except from the site of the **Property Insured** which has suffered **Damage** and from the area immediately adjacent to such site
- (ii)** arising from pollution or contamination of property not insured by this Section.

**Our** liability will not exceed the Property Damage sum insured shown in the **Schedule**.

### Deterioration of Refrigerated Stock

**We** will pay for **Damage** to refrigerated foodstuff, drugs, vaccines, and medicines at the **Premises** contained in any **Refrigeration Unit**, caused by deterioration or putrefaction due to:

- (a)** a rise or fall in temperature in the refrigerated chamber of any such unit resulting from:
  - (i)** breakdown of or **Damage** to its refrigerating plant or associated thermostatic or other control devices
  - (ii)** failure of the public electricity supply unless due to a deliberate act of the public electricity supply authority or the exercise by any such authority of its power to withhold or restrict supply

- (b)** contamination by the escape of refrigerant fumes provided that:

- (i)** **We** will not be liable for refrigerated foodstuff, drugs, vaccines and medicines contained in any **Refrigeration Unit** which is more than ten years old at the commencement of any **Period of Insurance**
- (ii)** it is a condition precedent to **Our** liability that any **Refrigeration Unit** over 10 years old at the start of the **Period of Insurance** is maintained annually by a suitably qualified electrical engineer

**Our** liability will not exceed £10,000 but is increased by 50% during the **Period of Insurance** where the seasonal trend of **Your Business** requires such an increase in the sum insured, provided that:

- (a)** such trend can be supported by previous trading records
- (b)** the period of the increase does not exceed 90 days in any **Period of Insurance**.

### Exhibitions

**We** will pay for **Damage** caused to **Contents** whilst within the premises of any trade show or exhibition within **Europe** at which **You** are participating as an exhibitor, including whilst in transit thereto and therefrom but excluding theft or attempted theft of the **Property Insured** from any unattended **Vehicle**.

**Our** liability will not exceed £25,000 in any one **Period of Insurance**.

### Goods in Transit

- (a)** **We** will pay for **Damage** to **Stock** whilst in the course of transit:
  - (i)** in or on any **Vehicle** owned or operated by **You**
  - (ii)** by rail
  - (iii)** by post or courier

within the **Territorial Limits** including whilst loading and unloading.

**Our** liability will not exceed the amount shown in the **Schedule** for each item.

- (b)** **We** will pay the costs and expenses necessarily and reasonably incurred in:
  - (i)** the removal of debris following **Damage** to the **Stock** by this Section
  - (ii)** the transfer of the **Stock** to another **Vehicle** and its delivery to the original destination or place of collection following fire or an accident involving the **Vehicle** whilst the **Stock** is being carried in or on any **Vehicle** owned or operated by **You**.

**Our** liability will not exceed £2,500 in respect of expenses in any one **Period of Insurance**.

- (c)** **We** will pay for **Damage** to tarpaulins, sheets, ropes, chains, straps and packing materials owned by **You** or for which **You** are legally responsible, whilst being carried in or on any **Vehicle** owned or operated by **You**.

**Our** liability will not exceed £10,000 in any one **Period of Insurance**.

# Section 1: Property Damage

## continued

### Homeworkers

**Damage to Contents** whilst at any premises of homeworkers being **Your** property or for which **You** are legally responsible.

**Our** liability will not exceed £2,500 in respect of any one homeworker.

### Index-Linking

The sum insured specified in the **Schedule** will be adjusted at monthly intervals in accordance with fluctuations in suitable indices of cost. This adjustment will continue after any **Damage** if the repairs or reinstatement are done without delay.

**We** will not charge any extra premium during the **Period of Insurance** but at the end of the period **We** will calculate the renewal premium based on the revised sum insured.

### Interested Parties

Any act or omission by the leaseholder, lessee, mortgagor or **You** or by any tenant occupying or using the **Buildings** which increases the possibility of **Damage** will not prejudice the insured interest of the freeholder, lessor or mortgagee provided that:

- (a) such act or omission is entirely without the authority of the freeholder, lessor or mortgagee
- (b) as soon as the freeholder, lessor or mortgagee becomes aware of any such act or omission they will give immediate written notice to **Us** and pay any additional premium required.

### Landscaping Costs

**We** will pay **You** for the costs necessarily and reasonably incurred by **You** with **Our** consent in repairing or reinstating **Damage** to the landscaped gardens and grounds at the **Premises** caused by fire brigade equipment and personnel in the course of combating fire or any other insured event provided that **You** are legally responsible for the repair or reinstatement of such **Damage**.

**Our** liability will not exceed £25,000 in any one **Period of Insurance**.

### Loss of Metered Utilities

**We** will pay charges for which **You** are responsible if water, oil, gas or electricity is accidentally discharged from a metered system providing service to the **Premises** as a result of **Damage** insured under this Section.

**We** shall not be liable for any such charges incurred by **You** in respect of any **Vacant or Unoccupied Building**.

**Our** liability will not exceed £25,000 in any one **Period of Insurance**.

### Non-Invalidation

The insurance by this Section, other than in respect of **Damage** by theft or any attempt thereat, will not be invalidated by any act or omission or by any alteration unknown to **You** and beyond **Your** control whereby the risk of **Damage** is increased provided that as

soon as **You** become aware of any such act or omission or alteration **You** will give immediate written notice to **Us** and pay any additional premium required.

### Protection Equipment Expenses

**We** will pay **You** the cost of refilling fire extinguishing equipment and smoke cloaks used solely as a consequence of **Damage**.

**Our** liability will not exceed the Property Damage sum insured shown in the **Schedule**.

### Rent Payable

**Rent Payable** by **You** following **Damage** to the **Premises** which makes them uninhabitable during the period necessary to reinstate or repair the **Buildings** or portions from which **You** operate **Your Business** or to make it accessible to **You** provided that:

- (a) cover for any costs will only apply to the extent that they are not otherwise insured
- (b) the maximum indemnity period during which **We** will pay will not exceed 36 months from the date of **Damage**.

**Our** liability will not exceed the sum insured shown in the **Schedule**.

### Office or Surgery Front

**We** will pay **You** for **Damage** to the **Office or Surgery Front** and fixed glass at the **Premises** not owned by **You** or insured elsewhere in this policy including necessarily incurred additional costs involved in:

- (a) boarding up or temporary glazing pending replacement of broken glass
- (b) removing and refixing window fittings and other obstacles to replacement

provided that **You** are legally responsible for the repair of such **Damage**.

**Our** liability will not exceed £10,000 in any one **Period of Insurance**.

### Sprinkler Upgrade Costs

Within the **Buildings** sum insured **We** will pay for the additional costs of upgrading any sprinkler installation as required by **Us** following **Damage** to the **Buildings** in order to conform to Loss Prevention Rules for Automatic Sprinkler Installations applicable at the time of reinstatement following **Damage** provided that:

- (a) the installation conformed to the 28th or 29th Edition Rules or to the LPC rules current at the time of installation
- (b) **We** will not be liable for any rate tax duty development or other charge or assessment arising out of capital appreciation as a result of complying with this Extension.

**Our** liability will not exceed £100,000 or 10% of the Property Damage sum insured shown in the **Schedule**, whichever is the lower for each **Building**.

# Section 1: Property Damage

## continued

### Theft Damage to Buildings

**We** will pay for **Damage** to the **Buildings** at the **Premises** not owned by **You** or insured by this policy resulting from theft or any attempt thereat provided that **You** are legally responsible for the repair of such **Damage**.

**Our** liability will not exceed £50,000 or 10% of the Property Damage sum insured shown in the **Schedule**, whichever is the lower in any one **Period of Insurance**.

### Theft of Fixed Fabric of the Building

**We** will pay for theft of the fixed fabric of the **Buildings**, which **You** own or are legally responsible for, including fixed external CCTV equipment and security lighting.

**Our** liability will not exceed £25,000 in any one **Period of Insurance**.

### Theft of Keys

**We** will pay **You** costs and expenses necessarily and reasonably incurred for the replacement of locks or keys to the **Premises** or to any safe or strongroom therein resulting from loss of keys following their theft:

- (a) from the **Premises** or the home of any authorised **Employee**
- (b) involving assault or violence or threat thereof whilst such keys are in the personal custody of **You** or any authorised **Employee**.

**Our** liability will not exceed £1,000 in any one **Period of Insurance**.

### Tobacco and Alcohol

**We** will pay **You** for **Damage** to tobacco, cigarettes, cigars, wines and spirits kept solely for entertainment purposes belonging to **You** or for which **You** are responsible.

**Our** liability will not exceed £500 in any one **Period of Insurance**.

### Trace and Access

In the event of **Damage** at the **Premises** resulting from the escape of water or oil from any fixed installation, **We** will pay for costs necessarily and reasonably incurred in:

- (a) locating the source of **Damage** in order to effect repairs
- (b) making good.

**Our** liability will not exceed £25,000 in any one **Period of Insurance**.

### Subrogation Waiver

In the event of a claim arising under this Section **We** agree to waive any rights, remedies or relief to which **We** may become entitled by subrogation against:

- (a) any company standing in the relation of Parent to Subsidiary or Subsidiary to Parent to **You** as defined in the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **Damage**

- (b) any company which is a Subsidiary of a Parent Company of which **You** are yourself a Subsidiary in each case within the meaning of the Companies Act or Companies (N.I.) Order as appropriate current at the time of the **Damage**.

### Optional Extensions of Cover

Your **Schedule** will show if this Extension is operative.

#### Subsidence

Exclusion 16 Section 1: Property Damage is deleted.

This Section is extended to include **Damage** caused by Subsidence, Landslip or Ground Heave of any part of the site on which the **Property Insured** stands.

**We** will not be liable under this Extension for:

- (a) **Damage** to yards, forecourts, terraces, drives, roads, pavements, walls, gates and fences unless affecting a **Building** insured by this Section is damaged by the same cause at the same time
- (b) **Damage** caused by or consisting of bedding down of new structures or by the settlement or movement of made up ground or by coastal or river erosion
- (c) **Damage** occurring whilst the whole or part of the **Property Insured** is in the course of erection, structural alterations or repair or demolition
- (d) **Damage** caused by defective design or workmanship or defective materials
- (e) **Damage** which commenced prior to the inception of the cover under this Extension
- (f) **Damage** caused by or consisting of fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
- (g) the amount of the **Excess** stated in the **Schedule** applicable to Subsidence

Provided that:

Insofar as this insurance relates to **Damage** caused by Subsidence, Ground Heave or Landslip **You**

- (a) keep the **Property Insured** in good and substantial repair
- (b) notify **Us** immediately **You** become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site.

**We** shall then have the right to vary the terms or cancel the cover provided by this Extension.

### Basis of Claims Settlement Clauses

#### Basis of Settlement

In the event of **Damage** to **Property Insured** by this Section the basis upon which the amount payable will be calculated is as follows:

- (a) **Stock** – the cost price of replacing the goods at the time of the **Damage**

# Section 1: Property Damage

## continued

- (b) deeds, documents and business books – their value as stationery only together with the cost of clerical labour expended in writing up and not for the value to **You** of the information contained therein
- (c) computer systems records – the value of the materials only together with the cost of clerical labour and computer time expended in reproducing the records provided that **We** will not pay for the value to **You** of the information contained therein or for any expense in connection with the production of information to be recorded therein
- (d) patterns models moulds plans and designs – the value of the materials only together with the cost of labour expended in reinstatement of such property
- (e) **Personal Effects** not otherwise insured – the cost of repair or replacement at the time of the **Damage**
- (f) Curios, pictures and other works of art – the cost of repairing or replacing such property at the time of the **Damage**
- (g) all other property including **Buildings** – the cost of repairing or reinstating the property equal to its condition when new provided that:
  - (i) this is carried out without delay and in the most economical manner
  - (ii) when **Property Insured** is partially lost, destroyed or damaged **Our** liability will not exceed the estimated reinstatement cost which would have been payable had it been wholly lost or destroyed
  - (iii) until reinstatement has been completed no payment will be made for more than the amount which would be payable if an allowance had been made for wear tear or depreciation
- (h) if at the time of any **Damage** the sum insured is less than 85% of the actual reinstatement cost of the **Property Insured** including any additional costs for removal of debris and architects' and surveyors' fees where applicable, **You** will be considered as being **Your** own Insurer for the difference and will bear a proportionate share of the loss.

### Average

Each Item of **Property Insured** under this Section is similarly but separately subject to Average as specified in Claims Conditions.

### Maximum Amount Payable

The most **We** will pay in respect of any one occurrence will not exceed the sum insured stated against each item or the total of all sums insured stated against all items insured by this Section as shown in the **Schedule**.

### Designation

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

### Conditions

The following conditions apply to this Section in addition to the General Conditions and Claims Conditions at the front of this policy.

#### Fire Extinguishing Appliances

It is a condition precedent to **Our** liability that **You** will maintain all fire extinguishing appliances in efficient working order and under a contract of maintenance during the **Period of Insurance**.

Subject to the observance of this condition this Section will not be invalidated by any defect in any of the said appliances due to any circumstances unknown to **You** or beyond **Your** control.

#### Minimum Level of Security

It is a condition precedent to **Our** liability for loss or **Damage** resulting from theft or attempted theft that **You** have in place the following minimum levels of security or such level as specified in the **Schedule** and all such devices are put into full and effective operation whenever the **Premises** are closed for **Business** or left unattended:

- (a) all external doors of the **Buildings** occupied by **You** and internal doors which give access to any part of the **Buildings** not occupied by **You** must be fitted and secured with one of the following:
    - (i) a mortice deadlock with matching boxed striking plate or rim lock conforming to BS3621
    - (ii) a five lever close shackle padlock and locking bar
      - in the case of aluminium or UPVC framed doors cylinder operated mortice deadlock
      - an alternative form of locking system of similar quality and strength to BS3621 which has been agreed by **Us** all outward opening external doors of the **Buildings** occupied by **You** must be fitted and secured with hinge bolts
  - (b) aluminium or UPVC framed doors are to be fitted with integral cylinder key operated mortice deadlocks
  - (c) all accessible opening windows, fanlights and skylights including those accessible from roofs, decks, balconies, fire escapes, canopies or down pipes must be fitted and secured with key operated window locks. This requirement does not apply to windows, fanlights or skylights which are protected by solid steel bars, grilles, gates, expanded metal or weld-mesh securely fixed to the brickwork surrounding the window
- #### Storage of Dangerous Drugs
- (a) During **Business Hours** any dangerous drugs cabinet must be kept locked other than when property is being placed therein or removed therefrom and the keys kept in **Your** personal custody or in the personal custody of any authorised **Employee**
  - (b) Outside **Business Hours** any dangerous drugs cabinet must be kept locked and its keys removed from the **Premises**.

# Section 1: Property Damage

continued

## Exclusions

The following exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

This Section does not cover:

1. water (other than loss of metered water as described in this section), air, runways, railway lines, dams, reservoirs, storage lakes, canals, rigs, wells, tunnels, docks, piers, jetties, excavations, wharfs, mines, and off-shore property
2. animals and growing crops
3. bullion, furs, explosives or contraband
4. jewellery, precious metals, precious stones or furs except where specifically mentioned in the **Schedule**
5. overhead electrical and telecommunication transmission and distribution lines, overhead transformers or other similar overhead communication, transmission or distribution equipment and their supporting structures other than those within the **Premises** for which **You** are responsible
6. vehicles required to be licensed for road use (including accessories thereon), caravans, trailers, railway locomotives or rolling stock, watercraft, aircraft or spacecraft (including but not limited to satellites)
7. property or structures in the course of demolition, construction or erection and materials, equipment or supplies in connection therewith unless specifically mentioned as insured by this Section
8. moveable property in the open, fences, gates, vegetation, lawns and shrubs in respect of **Damage** caused by wind, rain, hail, sleet, snow, flood, dust or falling trees
9. property from a garden, yard, open space or any open fronted or open sided building therein by theft or any attempt thereat or malicious damage
10. **Property Insured** at any premises that are **Vacant or Unoccupied** unless agreed by **Us**
11. **Damage** to property stored in any outbuildings or basement caused by storm, flood, leakage of oil or water following bursting or overflowing of oil or water tanks, apparatus or pipes or from any automatic sprinkler installation, unless such property is raised at least 100mm above the ground floor level of the outbuilding or the floor level of the basemen
12. **Damage** to any electrical machine or apparatus or component thereof occasioned by its over-running, excessive pressure, short-circuiting or self-heating not resulting in fire
13. **Explosion:**
  - (a) caused by or consisting of the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to **You** or under **Your** control but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded
  - (b) in respect of and originating in any vessel machinery or apparatus or its contents, belonging to **You** or under **Your** control which is required to be examined to comply with any statutory regulations unless such vessel, machinery or apparatus will be the subject of a policy or other contract providing the required inspection service
14. **Damage** arising solely from a change in the water table level (i.e. the level below which the ground is saturated with water)
15. **Damage** by falling trees caused by felling or lopping carried out by **You** or on **Your** behalf
16. **Damage** caused by Subsidence, Ground Heave or Landslip
17. **Damage** caused by or arising from or consisting of:
  - (a) collapse or cracking of **Buildings**
  - (b) marring, scratching, denting or mechanical or electrical defect, failure, breakdown or derangement
  - (c) gradually operating causes, including but not limited to atmospheric or climatic conditions, wet or dry rot, fungus, rust, corrosion, woodworm, moths, insects, vermin or pests
  - (d) any process involving heating, drying, cleaning, dyeing, staining, repairing, restoring, renovating, fitting, installation, testing, commissioning, alteration or maintenance of any property
  - (e) use of any article contrary to manufacturers' instructions
  - (f) change in temperature, colour, flavour or finish but this shall not exclude:
    - such **Damage** not otherwise excluded which itself results from a **Defined Peril**
    - subsequent **Damage** which itself results from a cause not otherwise excluded
18. **Damage** caused by or consisting of:
  - (a) inherent vice, latent defect, defective design, plan or specification or the use of faulty materials
  - (b) wear, tear or depreciation or diminution in value
  - (c) faulty or defective workmanship operational error or omission by **You** or any of **Your Employees** but this shall not exclude subsequent **Damage** which results from a cause not otherwise excluded
19. **Damage** caused by theft or attempted theft:
  - (a) to any property which is left unattended unless:
    - (i) the property insured is in **Your** personal custody or any partner, director or **Employee** of **Yours** or
    - (ii) contained in a securely locked or occupied building
  - (b) from any unattended building unless all security devices are put into full and effective operation and such theft or attempted theft involves forcible and violent entry to or exit from the building

# Section 1: Property Damage

continued

- (c) from any unattended **Vehicle** being any **Vehicle** with no person in charge or keeping the **Vehicle** under observation and able to observe or prevent any attempt by any person to interfere with the **Vehicle** unless:
    - (i) all windows and other openings have been closed, all doors have been secured and any other protective devices put into full and effective operation
    - (ii) any property insured by this Section is secured in the locked boot, storage compartment or closed glove compartment; (the luggage space at the rear of an estate car or hatchback under the top cover and out of view is deemed to be a locked boot)
    - (iii) **Overnight** or after the completion of any **Working Day** of the **Driver** the **Vehicle** is locked and garaged in a secure building or compound and all windows and other openings have been closed
  - (d) from any dangerous drugs cabinet not complying with the Misuse of Drugs (Safe Custody) Regulations 1973 (or any subsequent amendment or replacement)
20. in respect of **Stock** whilst in transit:
- (a) **Damage** due to:
    - (i) leakage, spillage, contamination or deterioration
    - (ii) breakage of china, glass or other brittle articles unless caused by fire, theft or an accident involving the **Vehicle**
  - (b) **Damage** resulting from faulty packing or labelling
  - (c) **Damage** to property conveyed in any soft or open topped or soft or open sided **Vehicle** caused by:
    - (i) theft or attempted theft unless caused by or arising from theft or attempted theft of the conveying **Vehicle**
    - (ii) storm or malicious damage
21. **Damage** caused by theft or attempted theft occurring outside **Business Hours** to any till or cash register unless its drawer has been left in an open position
22. losses not directly associated with the incident that caused **You** to claim
23. the **Excess** stated in the **Schedule**.



## Section 2: Business Interruption

### Definitions

The following definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

#### Gross Revenue

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

#### Increased Cost of Working

The additional expenditure necessarily and reasonably incurred with **Our** consent.

#### Indemnity Period

The period beginning with the date of **Damage** and lasting for the period during which **Your Business** is affected as a result of the **Damage**, but not longer than the **Maximum Indemnity Period** shown in the **Schedule**.

#### Maximum Indemnity Period

The period stated in the policy wording or in the **Schedule** as the maximum indemnity period.

#### Outstanding Debit Balances

The individual amounts owed to **You** by **Your** customers and shown as outstanding in **Your** records after adjustment for bad debts, abnormal trading conditions and debit/credit amounts not passed through **Your** books during the period between the last record and the date of **Damage**.

#### Standard Gross Revenue

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

#### Turnover

The money paid or payable to **You** for products supplied and services rendered in the course of the **Business**.

### Cover

We will indemnify **You** in respect of loss resulting from:

1. interruption of or interference with the **Business** carried on by **You** at the **Premises** in consequence of **Damage** occurring during the **Period of Insurance** to any property used by **You** at the **Premises** for the purposes of the **Business**.

**Our** liability will not exceed the sum insured shown in the **Schedule**.

2. interruption of or interference with the **Business** in consequence of **Damage** to **Your** records of **Outstanding Debit Balances** contained within the **Premises**. We will pay for any net **Outstanding Debit Balances** which **You** are unable to recover from customers as a result of **Damage** to such records and any additional expenditure incurred after such **Damage** in tracing and establishing **Outstanding Debit Balances**.

**Our** liability in respect of loss of net **Outstanding Debit Balances** and their associated additional expenditure and accountants' charges will not exceed £50,000 any one occurrence.

#### Special Condition

At the end of each month **You** will record the total amount outstanding in customers accounts and will maintain a separate record, in addition to the books of account, at alternative premises.

### Extensions

This Section is extended to include loss of **Gross Revenue** as a result of:

#### Compulsory Closure

Interruption of or interference with the **Business** as a result of compulsory closure of the **Premises** by a public body authorised to prevent access to the **Premises** arising from the occurrence of:

- (a) foreign or deleterious matter in food or drink sold, supplied or provided at the **Premises**
- (b) murder, manslaughter, suicide or rape at the **Premises**
- (c) defective sanitation or the presence of vermin or pests at the **Premises**.

For the purposes of the cover the **Indemnity Period** is restated as follows:

The **Indemnity Period** shall mean the period of time during which interruption to the **Business** occurs as a result of the matters set out at sub-clauses (a) – (c) (each 'an occurrence') commencing with the date of the closure of the **Premises** and not exceeding:

- (i) 30 days in respect of each occurrence and
- (ii) 30 days in total in respect of all occurrences in any one **Period of Insurance**

**Our** liability will not exceed £25,000 in any one **Period of Insurance**.

#### Contract Sites

Interruption of or interference with the **Business** in consequence of **Damage** at any location not shown in the **Schedule** at which **You** are contracted to undertake work anywhere within the **Territorial Limits**.

**Our** liability will not exceed £50,000 any one occurrence.

## Section 2: Business Interruption continued

### Deeds & Documents

Interruption of or interference with the **Business** in consequence of **Damage** to plans, deeds, briefs, manuscripts, books, documents and office records whilst temporarily removed from the **Premises** to elsewhere within the **Territorial Limits**.

**Our** liability will not exceed £50,000 any one occurrence.

### Exhibition Sites

Interruption of or interference with the **Business** in consequence of **Damage** at any trade fair or exhibition at which **You** are to occupy a stand anywhere within the **Territorial Limits**.

**Our** liability will not exceed £50,000 any one occurrence.

### Homeworkers

Interruption of or interference with the **Business** in consequence of **Damage** at the premises of **Your** homeworkers anywhere within the **Territorial Limits**.

**Our** liability will not exceed £50,000 any one occurrence.

### Prevention of Access

Interruption of or interference with the **Business** in consequence of **Damage** to property within 1 kilometre of the **Premises** which prevents or hinders the use of or prevents access to the **Premises** but excluding **Damage** to property of any public utility from which **You** obtain supplies or services.

**Our** liability will not exceed £50,000 any one occurrence.

### Property in Transit

Interruption of or interference with the **Business** in consequence of **Damage** to property whilst in transit by road, rail or inland waterway within the **Territorial Limits**.

**Our** liability will not exceed £50,000 any one occurrence.

### Property Temporarily Removed

Interruption of or interference with the **Business** in consequence of **Damage** to property whilst temporarily removed from the **Premises** and in transit thereto and therefrom anywhere within **Europe**.

**Our** liability will not exceed £50,000 any one occurrence.

### Public Utilities

(a) Interruption of or interference with the **Business** in consequence of **Damage** to property at any:

- (i) generating station or sub-station of the public electricity supplier
- (ii) land based premises of the public gas supplier or of any natural gas producer linked directly with them
- (iii) land based premises of the public telecommunications supplier or internet service provider

(iv) waterworks or pumping station of the public water supplier within the **Territorial Limits** from which **You** obtain electricity, gas or water supplies or telecommunication services.

(b) the accidental failure of the public supply of:

- (i) electricity at the terminal ends of the supply undertaking's service feeders at the **Premises**
- (ii) gas at the supply undertaking's meters at the **Premises**
- (iii) water at the supply undertaking's main stopcock serving the **Premises**
- (iv) telecommunications services at the incoming line terminals or receivers at the **Premises** in the **Territorial Limits**

but excluding:

- (a) any failure which does not involve a cessation of supply for at least:
  - (i) 4 hours in respect of the public supply of electricity, gas or water
  - (ii) 24 hours in respect of the public supply telecommunications
- (b) loss resulting from failure caused by:
  - (i) 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
  - (ii) strikes or any labour or trade dispute
  - (iii) drought
  - (iv) other atmospheric or weather conditions, but this will not exclude failure due to damage to equipment caused by such conditions
- (c) loss resulting from:
  - (i) failure of any satellite
  - (ii) interference with transmissions to and from satellites resulting from any cause
  - (iii) failure due to the transfer of your satellite facility to another party
- (d) any failure originating from outside the **Territorial Limits**.

**Our** liability will not exceed £50,000 any one occurrence.

### Unspecified Customers

Interruption of or interference with the **Business** in consequence of **Damage** at the premises of **Your** direct customers anywhere within the **Territorial Limits**.

**Our** liability will not exceed £50,000 any one occurrence.

### Unspecified Storage Sites

Interruption of or interference with the **Business** in consequence of **Damage** at any premise within the **Territorial Limits** not owned or occupied by **You** where **Your** property is stored.

**Our** liability will not exceed £50,000 any one occurrence.

## Section 2: Business Interruption continued

### Unspecified Suppliers

Interruption of or interference with the **Business** in consequence of **Damage** at the premises of **Your** direct suppliers, manufacturers or processors of components, goods or materials anywhere within the **Territorial Limits**.

**Our** liability will not exceed £50,000 any one occurrence.

### Basis of Claims Settlement

If during the **Period of Insurance** the **Business** carried on by **You** at the **Premises** is interrupted or interfered with as a direct result of **Damage** **We** will indemnify **You** in respect of any of the undermentioned items if insured by this Section.

#### 1. Gross Revenue (when shown in the Schedule)

- (a) in respect of loss of **Gross Revenue** the amount by which the **Gross Revenue** received during the **Indemnity Period** falls short of the **Standard Gross Revenue** as a result of the **Damage**
- (b) in respect of increase in cost of working the additional expenditure reasonably incurred in avoiding or minimising the loss of **Gross Revenue** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the amount of the reduction thereby avoided

less any sum saved during the **Indemnity Period** in respect of such charges and expenses of the **Business** payable out of **Gross Revenue** as may cease or be reduced in consequence of the **Damage**.

#### 2. Increase in Cost of Working (when shown in the Schedule)

The additional expenditure necessarily and reasonably incurred as a result of the **Damage** in order to minimise any interruption or interference with the **Business** during the **Indemnity Period**.

**Your Schedule** will state which cover is provided and the sum insured **You** have requested.

### Alternative Trading

If during the **Indemnity Period** goods are sold or services rendered elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the money paid or payable in respect of such sales or services will be brought into account in arriving at the **Turnover** or **Gross Revenue** as applicable during the **Indemnity Period**.

### Professional Accountants

**We** will pay under this Section the reasonable charges payable by **You** to professional accountants for producing any particulars or details or any other proofs, information or evidence as may be required by **Us** and reporting that such particulars or details are in accordance with **Your** books of account or other business books or documents provided that the sum of the amount payable under this clause and the amount otherwise payable under the Section will in no case exceed the maximum amount payable.

### Separate Departments

If the **Business** is conducted in departments, the independent trading results of which are ascertainable, the provisions of the Basis of Claims Settlement sub-paragraphs (a) and (b) of any item on **Gross Revenue** or increased cost of working as appropriate will apply separately to each department affected by the **Damage**.

### Special Condition

1. If at the time of any **Damage** the sum insured on **Gross Revenue** is less than the **Gross Revenue** which it is estimated would have been earned during the **Maximum Indemnity Period** had such **Damage** not occurred, then the amount payable in respect of loss of **Gross Revenue** and associated additional expenditure will be proportionately reduced
2. It is a condition precedent to **Our** liability under this Section that at the time of **Damage** there is insurance in force covering **Your** interest in the property at the **Premises** against **Damage** and that:
  - (a) payment has been made or liability admitted under that insurance; or
  - (b) payment would have been made or liability admitted, for the **Damage**, but for the operation of a proviso in the insurance excluding liability for losses below a specified amount.

### Maximum Amount Payable

The most **We** will pay in respect of any one occurrence will not exceed 100% of each item as shown in the **Schedule**.

### Conditions

The following conditions apply to this Section in addition to the General Conditions and Claims Conditions at the front of this policy.

### Value Added Tax

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

### Exclusions

The following exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

This Section does not cover:

1. any interruption of or interference with the **Business** not caused by **Damage** other than as described in Extension – Compulsory Closure
2. deliberate falsification of business records
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 3: Money and Assault

## Definitions

The following definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### Injury

Bodily Injury by violent and visible means.

### Insured Person

**You** or any of **Your** partners, directors or any **Employee** aged between 16 and 70 years.

### Loss of Limb

Total loss of one or more limbs at or above the wrist or ankle or total and permanent loss of use of any entire limb.

### Loss of Sight

Total and irrecoverable loss of sight in one or both eyes.

### Medical Expenses

Any reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner and any hospital, nursing home or ambulance charges.

### Money

Current currency, crossed and uncrossed bankers drafts, national giro drafts and payment orders, postal and money orders, dividend warrants and cheques other than pre-signed blank cheques, travellers cheques, national savings stamps and certificates, bus and rail travel cards and passes, telephone cards, current postage stamps and unused postal franking machine units, luncheon vouchers, gift tokens, trading stamps, national insurance stamps and stamped or impressed national insurance cards, holiday with pay stamps, premium bonds, VAT purchase invoices, credit card, cheque card and debit card sales vouchers, savings stamps, consumer redemption vouchers mobile phone cards, National Lottery 'Instants' and other scratch cards, all pertaining to the **Business** and belonging to **You** or for which **You** are legally responsible.

### Non-negotiable Money

Crossed cheques, postal orders, money orders, bankers drafts, national giro drafts, payment orders, dividend warrants, national savings certificates, unused postal franking machine units, stamped or impressed national insurance cards, holiday with pay stamps, premium bonds, VAT purchase invoices, credit and debit card sales vouchers and consumer redemption vouchers, all pertaining to the **Business** and belonging to **You** or for which **You** are legally responsible.

### Permanent Total Disablement

Permanent inability to engage in any gainful employment, other than such inability caused by **Loss of Limb** or **Loss of Sight**.

### Temporary Total Disablement

Temporary and absolute inability to engage in usual occupation.

## Cover

**We** will pay for physical loss of **Money** as described below occurring within the **Territorial Limits** and subject to the limits stated in the **Schedule**:

- (a) loss of **Non-negotiable Money**
- (b) loss of **Money** other than **Non-negotiable Money**:
  - (i) in transit
  - (ii) in **Your** personal custody or in the custody of any authorised **Insured Person** or in bank night safe
  - (iii) on the **Premises** during **Business Hours**
  - (iv) on the **Premises** out of **Business Hours** contained in locked safe(s)
  - (v) on the **Premises** out of **Business Hours** not contained in locked safe(s)
  - (vi) in **Your** home or in the home of any authorised **Insured Person**.

## Extensions

The following Extensions apply to this Section.

### Credit Cards

**We** will pay for any amount for which **You** become liable under the terms of issue of any bank charge credit debit or cash card issued and used only in connection with the **Business** following fraudulent use by any unauthorised person within the **Territorial Limits**.

Provided that **You** report the loss to the issuing company immediately and to the police within 24 hours of discovering the loss and have complied with the terms and conditions of issue of the card.

**Our** liability will not exceed £2,500 in any one **Period of Insurance**.

### Safes

**We** will pay the cost of repair or replacement as a result of **Damage** following theft or attempted theft of **Money** to any:

- (a) safe or strongroom
- (b) postal franking machine
- (c) security case, bag or waistcoat used to carry **Money**.

**Our** liability will not exceed £2,500 in any one **Period of Insurance**.

## Conditions

The following conditions apply to this Section in addition to the General Conditions and Claims Conditions at the front of this policy.

# Section 3: Money and Assault

## continued

### Accompaniment Condition

It is a condition precedent to **Our** liability that whenever **Money** in transit exceeds £2,500 at any one time:

- (a) the **Money** must be accompanied by not less than two responsible **Insured Person**
- (b) not more than £2,500 will be carried by any one **Insured Person**
- (c) the **Money** will be transported in a secure cash carrying facility
- (d) all journeys are to utilise varied routes and times.

### Records

It is a condition precedent to **Our** liability that **You** keep a complete record of all **Money** held by **You** and deposit that record in a secure place other than in a safe or strongroom containing **Money**.

### Safe Keys and Combination Codes

It is a condition precedent to **Our** liability that whenever the **Premises** in which the safe containing **Money** is situated is unattended:

- (a) the safe will be securely locked
- (b) any key and records of a code to the safe will be removed from the **Premises** or kept on **Your** person or an authorised **Insured Person** except where a portion of the **Premises** is occupied residentially by **You** or any **Insured Person**.

### Exclusions

The following exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

This Section does not cover:

1. clerical or accounting errors or shortages due to error or omission
2. any loss due to the fraud or dishonesty of any director, partner or **Employee** unless the loss is discovered within ten working days of the date of its occurrence
3. loss caused by dishonoured cheques or by the use of counterfeit **Money**
4. loss from any unattended vehicle being any **Vehicle** with no person in charge or keeping the **Vehicle** under observation and able to observe or prevent any attempt by any person to interfere with the **Vehicle**
5. loss from any coin-operated vending, gaming or amusement machine or payphone unless specially agreed as insured and stated in the **Schedule**
6. **Damage** caused by theft or attempted theft occurring outside **Business Hours** to any till or cash register unless its drawer has been left in an open position
7. loss of **Money** to belonging to the Post Office
8. the **Excess** stated in the **Schedule**.

### Special Extension – Personal Assault

#### Cover

**We** will pay the **Insured Person** or their legal personal representative if the **Insured Person** suffers **Injury** consequent upon robbery or hold up or any attempt thereat in the course of the **Business** and such **Injury** directly and independently of any other cause results within twenty four months in:

1. death
2. **Loss of Limb**
3. **Loss of Sight**
4. **Permanent Total Disablement**

**Our** liability will not exceed £10,000.

5. **Temporary Total Disablement**

**Our** liability will not exceed £100 per week.

#### Extensions

The following Extensions apply to this Special Extension.

#### Counselling Costs

If any **Insured Person** sustains **Injury** consequent upon robbery or hold up or any attempt thereat in the course of the **Business** **We** will pay the fees for professional counselling when recommended by a qualified medical practitioner.

**Our** liability will not exceed £1,000 any one occurrence.

#### Medical Expenses

If an **Insured Person** incurs medical expenses as a result of **Injury** consequent upon robbery or hold up or any attempt thereat in the course of the **Business** **We** will pay up to £250 in respect of any one **Insured Person**.

#### Personal Effects

**We** will pay for **Damage** to clothing and personal effects belonging to an **Insured Person** as a direct result of robbery or hold up or any attempt thereat in the course of the **Business**.

**Our** liability will not exceed £500 in respect of any one **Insured Person**.

#### Special Conditions

The following Conditions apply to this Special Extension, in addition to the General Conditions and Claims Conditions at the front of this policy.

#### Compensation Payment

- (a) Compensation will not be payable for more than one of the following death, **Loss of Limb**, **Loss of Sight**, **Permanent Total Disablement**, in respect of any one **Insured Person**.

## Section 3: Money and Assault continued

- (b) Compensation will not be payable for **Temporary Total Disablement**:
- (i) until the end of the period of disablement but **We** will on request make interim payments at intervals of not less than four weeks
  - (ii) for more than 104 weeks from the date of sustaining **Injury** in respect of any one **Injury**.
- (c) The total amount payable as compensation for **Temporary Total Disablement** will be deducted from any subsequent compensation payment for death, **Loss of Limb, Loss of Sight, Permanent Total Disablement** that follows from the same cause.

### Medical Evidence

- (a) In the event of any disablement the **Insured Person** will place himself under the care of a qualified medical practitioner and as often as required submit to a medical examination on **Our** behalf at **Our** expense
- (b) In the event of death of an **Insured Person** **We** will be entitled to have a post mortem examination at **Our** expense
- (c) all certificate, information and evidence required by **Us** will be furnished at **Your** expense and in the form and nature as **We** require.

### Exclusions

The following exclusions apply to this Special Extension in addition to the General Exclusions at the front of this policy.

This Section does not cover:

1. illness or disease not resulting from **Injury** or suffering from **Injury** due to any gradually operating cause
2. death or disablement arising from or attributable to intentional self-injury, provoked assault or wilful exposure to needless peril (except in an attempt to save human life)
3. death or disablement contributed to or accelerated by the influence of intoxicating liquor or drugs taken by the **Insured Person** (other than for drugs taken under medical supervision unless for the treatment of drug or alcohol addiction) or insanity (whether temporary or otherwise).

# Section 4: Employers' Liability

## Definitions

The following definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### Bodily Injury

Death, injury, illness, disease or shock.

### Compensation

Damages including interest.

### Costs and Expenses

- (a) Claimants' legal costs for which **You** are legally liable
- (b) All costs and expenses incurred with **Our** written consent in defending any claim
- (c) The solicitor's fees incurred with **Our** written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

### Offshore Installation

Any:

- (a) 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) installation in the sea or tidal waters which is intended for the storage or recovery of gas or generation of electricity
- (c) pipe or system of pipes in the sea or tidal waters
- (d) accommodation installation for persons who work on or from the locations specified above.

## Cover

**We** will indemnify **You** against:

1. legal liability to pay **Compensation** to any **Employee**

and

2. **Costs and Expenses**

in respect of **Bodily Injury** caused in the course of the **Business**:

- (a) during the **Period of Insurance**
- (b) within the **Territorial Limits**
- (c) elsewhere in the world in respect of any journey or temporary visit in connection with the **Business** by **You** or any of **Your** directors, partners or **Employees** normally resident within the **Territorial Limits**.

## Limit of Liability

**Our** Liability to pay **Compensation** and **Costs and Expenses** in respect of any one claim or series of claims against **You** arising out of one original cause shall not exceed the Limit of Liability stated in the **Schedule**.

## Extensions

The following Extensions apply to this Section.

### Corporate Manslaughter and Corporate Homicide Act 2007

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

- (a) legal costs and expenses incurred with **Our** prior written consent and
- (b) prosecution costs awarded against **You** in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of any death to an **Employee** happening in connection the **Business** during the **Period of Insurance** and which may be the subject of payment under this Section provided that:
  - (i) **Our** liability will not exceed £1,000,000 during any one **Period of Insurance**
  - (ii) all amounts payable under this Extension will form part of and not be in addition to the limit of indemnity stated in the **Schedule**
  - (iii) where **We** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **Us** will be deducted from the amount payable under this Section
  - (iv) **We** agreed in writing to the appointment of any solicitor or counsel who is to act on **Your** behalf prior to their appointment.

**We** will not be liable for:

- (a) any fines or penalties or the cost of implementing any remedial order or publicity order
- (b) an appeal against any fines penalties remedial order or publicity order
- (c) any costs incurred which result from the failure to comply with any remedial order or publicity order
- (d) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **Us** that there are strong prospects of success
- (e) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **You** or any other director partner or **Employee** of **Yours**

## Section 4: Employers' Liability continued

- (f) costs and expenses provided by any other source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- (g) costs and expenses in connection with the defence of any criminal proceedings brought in any country outside the **Territorial Limits**

### Court Attendance Compensation

**We** will pay **You** the daily rates stated below if any of the following are required to attend court as a witness at **Our** request:

- (a) **You**, any director or business partner £500
- (b) any **Employee** £250

### Cross Liabilities

Where there is more than one person named as the **Policyholder** in the **Schedule** this Section will apply separately to each named person as if each is insured by a separate policy, provided always that **Our** maximum liability in the aggregate for damages to all parties insured will not exceed the Limit of Liability shown in the **Schedule**.

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

**We** will indemnify **You** and at **Your** request, any director, partner or **Employee** against legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, committed or alleged to have been committed during the **Period of Insurance**, including legal costs and expenses incurred with **Our** written consent in an appeal against conviction arising from such proceedings.

**We** will not be liable for:

- (a) fines or penalties of any kind
- (b) proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- (c) costs and expenses insured by any other policy.

### Indemnity to Other Persons

**We** will at **Your** request indemnify:

- (a) any of **Your** directors, partners or **Employees**
- (b) any officer, committee member or other person employed by **Your** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
- (c) any director, partner or official for whom with **Your** consent an **Employee** is undertaking private work
- (d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **You** for the performance of work
- (e) the owner of plant hired by **You** but only to the extent of the conditions of hire

- (f) any legal representative of any of the above in the event of their death

for amounts which they are legally liable in respect of which **You** would have been entitled to payment under this policy if the claim had been made against **You** provided that:

- (i) any person is not entitled to be paid under any other insurance
- (ii) any person will observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- (iii) **We** will retain the sole conduct and control of any claim
- (iv) the total amount **We** will pay for damages to **You** and any such persons will not exceed the Limit of Liability shown in the **Schedule**.

### Unsatisfied Court Judgements

If any **Employee** or their personal representative obtains a judgment from a court within the **Territorial Limits** for damages for **Bodily Injury** against any company or individual operating from premises within the **Territorial Limits** and that judgment remains unpaid in whole or in part for more than six months after the date of the award **We** will pay at **Your** request the amount of any unpaid damages and awarded costs to the **Employee** or their personal representative.

Provided that:

- (a) the **Bodily Injury**:
  - (i) is caused during the **Period of Insurance**
  - (ii) arises out of and in the course of employment in the **Business**
- (b) there is no appeal outstanding
- (c) if a payment is made the **Employee** or their personal representative will assign the judgment to **Us**.

### Conditions

The following Conditions apply to this Section, in addition to the General Conditions and Claims Conditions at the front of this policy.

### Certificate of Employers' Liability Insurance

If this policy or this Section is cancelled then any Certificate of Employers' Liability insurance issued by **Us** is deemed to be cancelled at the same time.

### Discharge of Liability

**We** may at any time pay to **You** in connection with any claim or series of claims:

- (a) the amount of the Limit of Liability or
- (b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as **Compensation**.

On payment **We** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of **Costs and Expenses** incurred prior to the date of such payment.



## Section 4: Employers' Liability continued

### Our Right of Recovery

The insurance provided by this Section is deemed to be in accordance with any law relating to compulsory insurance or liability to **Employees** whilst employed in the **Territorial Limits** but **You** will repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

### Exclusions

The following exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

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

1. **Bodily Injury** to any **Employee** arising out of the ownership possession or use by or on **Your** behalf of any mechanically propelled vehicle or trailer if liability is required by any road traffic legislation to be the subject of compulsory insurance or other security
2. **Bodily Injury** to any **Employee** working in or on any **Offshore Installation** or any support vessel for any **Offshore Installation** or whilst in transit to or from any **Offshore Installation** or support vessel
3. Fines, penalties or liquidated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.

# Section 5: Public and Products Liability

## Definitions

The following definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

### Bodily Injury

Death, injury, illness, disease or shock.

### Communicable Disease

- (a) Coronavirus being:
  - (i) any coronavirus; or
  - (ii) any disease caused by any coronavirus; or
  - (iii) any mutation or variation of any coronavirus or of any disease caused by any coronavirus.
- (b) Any other infectious disease in humans which has been determined or declared to:
  - (i) constitute a Public Health Emergency of International Concern under the International Health Regulations (2005) (as amended or replaced from time to time); and/ or
  - (ii) an outbreak identified as a major health incident in the United Kingdom, for which a Scientific Advisory Group for Emergencies has been activated by the Cabinet Office Briefing Room.

### Compensation

Damages including interest.

### Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

### Costs and Expenses

- (a) Claimants' legal costs for which **You** are legally liable
- (b) All costs and expenses incurred with **Our** written consent in defending any claim
- (c) The solicitor's fees incurred with **Our** written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident inquiry.

### Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

### Cyber Incident

- (a) Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- (b) Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

### Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

### Offshore Installation

Any:

- (a) 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) installation in the sea or tidal waters which is intended for the storage or recovery of gas or generation of electricity
- (c) pipe or system of pipes in the sea or tidal waters
- (d) accommodation installation for persons who work on or from the locations specified above

### Products

Any goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by **You** in connection with the **Business** and no longer in **Your** possession or control.

### Cover

**We** will indemnify **You** against:

1. legal liability to pay **Compensation**

and

2. **Costs and Expenses**

in respect of:

- (a) accidental **Bodily Injury** to any person
- (b) **Damage** to material property
- (c) accidental nuisance or trespass, obstruction, loss of amenities or interference with any right of way, light, air or water
- (d) wrongful arrest, detention, imprisonment or eviction of any person, malicious prosecution or invasion of the right of privacy

occurring in connection with the **Business**:

- (i) during the **Period of Insurance**
- (ii) within the **Territorial Limits**
- (iii) elsewhere in the world in respect of any journey or temporary visit in connection with the **Business** by **You** or any of **Your** directors, partners or **Employees** normally resident within the **Territorial Limits**, provided such journey or visit is not for the purpose of performing manual work
- (iv) anywhere in the world caused by **Products**.

## Section 5: Public and Products Liability continued

### Limit of Liability

**Our** liability to pay **Compensation** in respect of any one claim or series of claims against **You** arising out of one original cause shall not exceed the Limit of Liability stated in the **Schedule**, but this amount will be the maximum amount payable in any one **Period of Insurance** in respect of liability arising out of **Products**.

**Our** liability under this Section for all **Compensation** payable in respect of all occurrences arising directly or indirectly from **Communicable Disease** during any one **Period of Insurance** and in the aggregate shall not exceed £1,000,000 inclusive of all **Costs and Expenses**. This limit will form part of and not be in addition to the Limit of Liability stated in the **Schedule**.

Where indemnity is provided for liability in respect of claims brought in the United States of America or Canada or their dependencies or trust territories the Limit of Liability stated in the **Schedule** shall be the maximum amount payable by **Us** inclusive of all **Costs and Expenses**.

### Extensions

The following Extensions apply to this Section.

#### Animals

**We** will indemnify **You** in respect legally liable for **Damage** to animals in **Your** care, custody or control.

**Our** liability will not exceed £5,000 for any one occurrence or £50,000 in any one **Period of Insurance**.

#### Consumer Protection and Food Safety Acts

**We** will indemnify **You** and at **Your** request any of **Your** directors, **Your** partners or **Employees** against costs and expenses incurred with **Our** written consent in connection with the defence of any proceedings or an appeal against conviction arising from such proceedings brought for a breach of:

- (a) Part 2 of the Consumer Protection Act 1987 or
- (b) Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

**We** will not be liable for:

- (a) the payment of fines or penalties
- (b) proceedings or appeals in respect of any deliberate act or omission
- (c) costs and expenses insured by any other policy.

#### Contingent Motor Liability

Section Exclusion 2(c) shall not apply to liability arising out of the use of any vehicle in the course of the **Business** anywhere within the **Territorial Limits** provided **We** will not be liable:

- (a) for **Damage** to such vehicle or to goods being carried
- (b) for **Bodily Injury** to any person or loss of property arising while the vehicle is being driven by **You** or by any person who to **Your** knowledge does not hold a licence to drive such vehicle

- (c) in respect of liability more specifically insured under any other insurance.

#### Corporate Manslaughter and Corporate Homicide Act 2007

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

- (a) legal costs and expenses incurred with **Our** prior written consent and
- (b) prosecution costs awarded against **You** in the defence of criminal proceedings including an appeal against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 as a result of death to any person other than an **Employee** happening in connection with the **Business** during the **Period of Insurance** and which may be the subject of payment under this Section provided that:
  - (i) **Our** liability will not exceed £1,000,000 during any one **Period of Insurance**
  - (ii) all amounts payable under this Extension will form part of and not be in addition to the limit of indemnity stated in the **Schedule**
  - (iii) where **We** have already provided a payment in respect of any legal costs or expenses incurred in connection with the defence of any criminal proceedings including appeals against conviction arising from such proceedings brought under The Corporate Manslaughter and Corporate Homicide Act 2007 arising out of the same occurrence which give rise to such proceedings any amount paid or payable by **Us** will be deducted from the amount payable under this Section
  - (iv) **We** agreed in writing to the appointment of any solicitor or counsel who is to act on **Your** behalf prior to their appointment.

**We** will not be liable for:

- (a) any fines or penalties or the cost of implementing any remedial order or publicity order
- (b) an appeal against any fines penalties remedial order or publicity order
- (c) any costs incurred which result from the failure to comply with any remedial order or publicity order
- (d) costs and expenses in connection with any appeal unless advice has been obtained from solicitors or counsel approved by **Us** that there are strong prospects of success
- (e) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by **You** or any other director partner or **Employee of Yours**
- (f) costs and expenses provided by any other source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
- (g) costs and expenses in connection with the defence of any criminal proceedings brought in any country outside the **Territorial Limits**.

# Section 5: Public and Products Liability

## continued

### Court Attendance Compensation

**We** will pay **You** the daily rates stated below if any of the following are required to attend court as a witness at **Our** request:

- (a) **You**, any director or business partner £500
- (b) any **Employee** £250.

### Cross Liabilities

Where there is more than one person named as the **Policyholder** in the **Schedule** this Section will apply separately to each named person as if each is insured by a separate policy, provided always that **Our** maximum liability in the aggregate for damages to all parties insured will not exceed the Limit of Liability shown in the **Schedule**.

### General Data Protection Regulations

**We** will indemnify **You** in respect of legal liability under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and the equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time), in connection with personal data (as defined in the Regulation) processed by **You** provided that **We** will not be liable for:

- (a) the payment of fines and penalties
- (b) the cost of replacing reinstating rectifying or erasing any personal data.

**Our** liability shall not exceed £1,000,000 or the Limit of Indemnity shown in the **Schedule**, whichever is the lower, during any one **Period of Insurance** inclusive of **Costs and Expenses**

### Defective Premises Act 1972

**We** will indemnify **You** in respect of liability incurred by **You** under the terms of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any business premises or land which have been disposed of by **You**.

**We** will not be liable:

- (a) for the cost of repairing or rectifying any defect or alleged defect in such buildings
- (b) in respect of liability more specifically insured under any other insurance.

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

**We** will indemnify **You** and at **Your** request, any director, partner or **Employee** against legal costs and expenses incurred with **Our** written consent in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man, committed or alleged to have been committed during the **Period of Insurance**, including legal costs and expenses incurred with **Our** written consent in an appeal against conviction arising from such proceedings.

**We** will not be liable for:

- (a) fines or penalties of any kind
- (b) proceedings or appeals in respect of any deliberate or intentional criminal act or omission
- (c) costs and expenses insured by any other policy.

### Indemnity to Other Persons

**We** will at **Your** request indemnify:

- (a) any of **Your** directors, partners or **Employees**
- (b) any officer, committee member or other person employed by **You** catering, social, sports, educational or welfare organisations or first-aid, medical, ambulance, fire or security services
- (c) any director, partner or official for whom with **Your** consent an **Employee** is undertaking private work
- (d) any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by **You** for the performance of work
- (e) the owner of plant hired by **You** but only to the extent of the conditions of hire
- (f) any legal representative of any of the above in the event of their death

for amounts which they are legally liable in respect of which **You** would have been entitled to payment under this policy if the claim had been made against **You** provided that:

- (i) any person is not entitled to be paid under any other insurance
- (ii) any person will observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- (iii) **We** will retain the sole conduct and control of any claim
- (iv) the total amount **We** will pay for damages to **You** and any such persons will not exceed the Limit of Liability shown in the **Schedule**.

### Libel and Slander

**We** will indemnify **You** for claims made during the **Period of Insurance** arising from any act of libel or slander committed in good faith by **You** during the **Period of Insurance** in the course of the **Business** provided that **Our** liability will apply solely to **Your** in house publications including websites and trade publications.

**Our** liability will not exceed £25,000 in any one **Period of Insurance**.

### Overseas Personal Liability

**We** will indemnify **You** or at **Your** request any director or partner or any **Employee** or spouse of such person in respect of any amount for which they will be legally liable incurred in a personal capacity whilst temporarily outside the **Territorial Limits** in connection with the **Business**.

Provided that this indemnity shall not apply:

- (a) in respect of ownership or occupation of land and Buildings
- (b) in respect of liability more specifically insured under any other insurance.

### Property in Your Custody or Control

**We** will indemnify **You** in respect of legal liability for **Damage** to premises including fixtures and fittings leased, hired or rented to **You** or those in **Your** custody or control.

**We** will not be liable for legal liability under a contract unless legal liability would have attached to **You** in the absence of such contract.

# Section 5: Public and Products Liability

## continued

### Conditions

The following Conditions apply to this Section, in addition to the General Conditions and Claims Conditions at the front of this policy.

#### Discharge of Liability

**We** may at any time pay to **You** in connection with any claim or series of claims:

- (a) the amount of the Limit of Liability or
- (b) any lesser amount for which such claim or claims can be settled less any sum or sums already paid as **Compensation**.

On payment **We** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of **Costs and Expenses** incurred prior to the date of such payment.

### Exclusions

The following exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

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

1. **Bodily Injury** to any **Employee** arising out of and in the course of their employment in the **Business**
2. **Bodily Injury** or **Damage** arising from the ownership possession or use by **You** or on **Your** behalf of:
  - (a) any aircraft, aerospace device, hovercraft or watercraft other than hand propelled watercraft and other watercraft not exceeding 7 metres in length
  - (b) any lift, elevator, hoist, crane, steam boiler or other apparatus operating under steam pressure, for which a statutory inspection certificate is required but which is not in force
  - (c) any mechanically propelled vehicle or plant or trailer attached in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation other than as insured under the Contingent Motor Liability Extension of this Section
3. **Damage** to:
  - (a) property owned by or leased, hired or rented to **You** other than as insured under Property in **Your** Custody or Control Extension of this Section
  - (b) property belonging to **You** or held in **Your** care, custody or control other than:
    - (i) personal property of directors, partners or **Employees**
    - (ii) the property of customers or visitors temporarily on or about the **Premise**
    - (iii) as insured under either the Property in **Your** Custody or Control Extension or Animals Extension of this Section
4. a contract unless legal liability would have attached to **You** in the absence of such contract
5. **Damage** to property, buildings or land caused by vibration or by the removal or weakening of support
6. **Damage** to **Products** other than:
  - (a) food or beverages for consumption on the **Premises** by **Your** directors, partners, **Employees** or visitors
  - (b) the disposal of furniture and office equipment originally intended solely for use by **You** in connection with the **Business** and which is no longer required for that purpose
7. **Damage** to **Products** or the cost of making good or recalling such **Products** or the cost of rectifying defective work

## Section 5: Public and Products Liability continued

8. **Damage** to property which **You** or any of **Your Employees** are or have been working on
  9. Fines, penalties or liquidated, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
  10. liability arising from or caused by:
    - (a) the provision of advice or any plan, design, formula or specification given separately for a fee or for which a fee is normally charged
    - (b) the making up, sale or supply of any drug or medical preparation normally obtainable on prescription from a medical practitioner
    - (c) the making up sale or supply of animal feeds, seeds, fertilisers, insecticides, or pesticides
    - (d) professional neglect, errors, omissions in treatment, medication, advice, certification or other services by **You**
  11. liability in respect of **Pollution or Contamination** other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one **Period of Insurance** provided that:
    - (a) all **Pollution or Contamination** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
    - (b) **Our** liability for all **Compensation** payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the aggregate the Limit of Liability stated in the **Schedule**
  12.
    - (a) exposure to
    - (b) inhalation of
    - (c) fear of the consequences of exposure to or inhalation of
    - (d) the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of **Asbestos** including any products containing **Asbestos**
  13. liability arising in connection with any visits to or work on any **Offshore Installation** or any support vessel for any **Offshore Installation** or whilst in transit to or from any **Offshore Installation** or support vessel
  14. **Products** which with **Your** knowledge are exported directly or indirectly to the United States of America or Canada
  15. any **Products** which with **Your** knowledge are used in the aircraft, space, petro-chemical, gas, offshore, ship building and repair or nuclear industries
  16. any **Products** which with **Your** knowledge are to be used in the motor industry other than those not affecting the safety, stability, steering or braking of the vehicle
  17. liability caused by or arising from **Products** where the action is brought against **You** in any country not being a member of the European Union where **You** have a branch or a parent or a subsidiary company or are represented by a person or company holding **Your** Power of Attorney
  18. the **Excess** stated in the **Schedule**.
  19. liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:
    - (a) any **Cyber Act** or **Cyber Incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**
    - (b) loss of use, reduction of functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**.
- This Exclusion shall not apply in respect of:
- (i) **Bodily Injury**
  - (ii) physical damage to material property
- directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** or a **Cyber Incident**.

## Section 6: Terrorism

Your Schedule will show if this Section is operative.

### Definitions

The following definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section unless an alternative definition is stated to apply.

#### 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 Systems

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 **You** at the **Premises** in consequence of **Damage** to property used by **You** at the **Premises** for the purpose of the **Business**.

#### Damage

Loss or destruction of or damage.

#### 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 **Us**.

#### Hacking

Unauthorised access to any **Computer System**, whether **Your** property 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 or adapted for:

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

#### Nuclear Reactor

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

#### Phishing

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

#### Territorial Limits

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

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

#### 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 6: Terrorism

## continued

### Cover

We will pay for **Damage** to property within the **Territorial Limits** or **Consequential Loss** arising from an **Act of Terrorism**.

Cover is applicable to the following Sections when shown within **Your Schedule**:

Section 1: Property Damage, Section 2: Business Interruption and Section 3: Money and Assault.

### Basis of Settlement

The most **We** will pay for any one **Event** and in total in any one **Period of Insurance** will not exceed:

- (a) the total sum insured, or
- (b) for each item its individual sum insured, or
- (c) any other limit of liability

whichever is the less as stated within the applicable Sections shown in the Terrorism Section of **Your Schedule**.

### Maximum Period

The **Period of Insurance** provided by this Section shall be to a maximum of 12 months from the Effective Date or Renewal Date of this policy.

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

- (a) no subsequent **Period of Insurance** by this Section shall extend beyond the next Renewal Date of this policy, and
- (b) the renewal premium due in respect of this Section has been paid by **You** and received by **Us**.

### Conditions

It is agreed that:

- (a) in any action, suit or other proceedings where **We** allege that any **Damage** or **Consequential Loss** is not covered by this policy the burden of proving that such **Damage** or **Consequential Loss** is covered shall be upon **You**
- (b) any long term agreement in place is not applicable to this Section
- (c) this Section is:
  - (i) not subject to any of the Exclusions specified elsewhere in this policy other than those stated in the Exclusions below
  - (ii) subject to all the other terms, limits of liability, definitions, provisos and conditions of this policy (including but not limited to any **Excess** or deductible to be borne by **You**) except as expressly varied hereby.

### Exclusions

This Section does not cover **Damage** or **Consequential Loss** directly or indirectly:

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

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

This Exclusion shall not apply in respect of:

- (i) **Damage** which itself results directly (or, solely as regards to (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, **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 **Your** Property; or
  - (b) **Consequential Loss** as a direct result of **Damage** to **Your** Property or as a direct result of denial, prevention or hindrance of access to or use of the **Premises** by reason of an **Act of Terrorism** causing **Damage** to other Property within one mile of the **Premises** 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 **Your** Property and any additional costs or charges reasonably and necessarily paid by **You** to avoid or diminish such loss

and



## Section 6: Terrorism continued

- (iii) is not proximately caused by an **Act of Terrorism** in relation to which the relevant organization or any persons acting on behalf of or in connection with that organization are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

The meaning of Property for the purposes of this Exclusion shall exclude:

- (a) money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and
- (b) any **Data**.

Notwithstanding the exclusion of **Data** We will pay **Consequential Loss**:

- (a) directly resulting from **Damage** to Property to the extent that such **Damage** within the meaning of sub-paragraph 2. (ii) directly results from any alteration, modification, distortion, erasure or corruption of **Data**
- (b) as a result of an occurrence of one or more of the events referred to in sub-paragraph 2. (i) results directly or indirectly from any alteration, modification, distortion, erasure or corruption of **Data**

In no other circumstances 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 covered by this Section.

- 3. In respect of:
  - (a) 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**
  - (b) any property not being a block of flats which is insured in the name of a private individual and is occupied by that individual for residential purposes  
Other than:
    - (i) flats and houses insured by trustees and sole traders provided they do not occupy any part of the premises as their own private residence
    - (ii) properties which comprise mixed residential and commercial use provided the commercial element exceeds 20%

- (c) any property which is insured by or would but for the existence of this policy be insured by any form of transit or aviation or marine policy
- (d) bankers blanket bonds
- (e) any other type of property which is specifically excluded elsewhere in this policy.

# Section 7: Legal Expenses

Your Schedule will show if this Section is operative.

The insurance provided under this Section is administered by MSL Legal Expenses Limited and underwritten by Financial & Legal Insurance Company Limited. For the purposes of this Section only this insurance is a contract between **You** and MSL Legal Expenses Limited.

This Section is on a claims made basis which means that for there to be a valid claim under the Section, claims must be reported to **Us** during the **Period of Insurance**.

**We** will, subject to the terms and conditions provide **You** with the insurance set out in this Section in respect of claims reported during the **Period of Insurance** shown in the **Schedule** and for any subsequent period for which **We** may accept a renewal premium.

If an **Insured Person** wishes to discuss a problem which may lead to a claim, please ring **Our** dedicated Legal Advice Helpline service on 0161 603 2203. **We** will initially deal with a potential claim through the Legal Advice Helpline service and, where necessary, **We** will appoint a lawyer or other suitably qualified person to handle the claim.

Claims should immediately be reported to Financial and Legal Insurance Company by:

Telephone: 0161 603 2203

Email: nonmotorclaims@financialandlegal.co.uk

Post: No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

Once details have been received by **Us** and **We** have accepted the claim an **Appointed Representative** will be appointed by **Us** to handle the claim.

## Law Assistance

As a benefit of this Section of the Covéa Insurance Packaged Offices and Surgeries policy **You** now have access to Law Assistance.

The service provides access to an extensive range of legal documents, as well as a comprehensive jargon-free guide to business and employment law.

Law Assistance has been designed to meet business needs, allowing unlimited access to interactive legal documents.

**You** will also have access to an online law guide to help **You** deal with a range of legal issues.

To access this site please go to: [www.lawassistance.co.uk/msl](http://www.lawassistance.co.uk/msl)

## Law Assistance: Registration Info

**You** will need to register **Your** account:

1. Click on Register
2. Enter **Your** voucher code in **Your** policy **Schedule** and click Validate voucher

3. Complete the registration details and keep a note of **Your** user name and password

**You** will only need to complete this process once. Once registered **You** will be able to access the site by entering **Your** username and password details in the boxes provided for existing users.

## Definitions

The following definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### Appointed Representative

means the claim negotiator, lawyer or other suitably qualified person appointed by **Us** to act on behalf of the **Insured Person**, in accordance with **Our** standard terms of appointment.

### Basic Award

means the award of an Employment Tribunal for an unfair dismissal and/or breach of discrimination legislation that is to compensate an **Employee** for the loss of their statutory rights.

### Buildings

means the buildings and land owned by **You** or for which **You** are legally responsible, shown in the **Schedule** and used in connection with the **Business**.

### Business

means the Business shown in the **Schedule**.

### Compensatory Award

means the award of an Employment Tribunal for an unfair dismissal and/or breach of discrimination legislation that is to compensate an **Employee** against financial loss that relates to their dismissal.

### Costs and Expenses

means all necessary and reasonable:

- (a) Fees, costs, disbursements and expenses charged by the **Appointed Representative** and agreed by **Us**;
- (b) Opponents costs in civil cases where the **Insured Person** is ordered to pay them or where **We** agree to pay them;

in pursuing the claim including the costs of any appeal or defending an appeal, provided the **Insured Person** tells **Us** within the time limits and provided that **We** agree to the appeal.

### Cross-Tax Enquiry

means an investigation by HM Revenue & Customs into **Your** business tax affairs, which also includes an investigation into **Your** Value Added Tax return and/or Employer's Compliance.

# Section 7: Legal Expenses

## continued

### Employee

means any person under a contract of service with **You** in connection with the **Business**. This includes any:

- (a) Trainee under **Your** control in connection with a government approved training scheme;
- (b) Ex-employee or prospective employee.

### Insured Person

means **You** and any director, partner and **Employee** of **Your Business** provided that they have **Your** permission to claim under this policy Section.

### Legal Proceedings

means a legal remedy for compensation, specific performance or an injunction.

### Reasonable Prospects

means that in respect of each claim there is always more than a 50% chance of the **Insured Person** recovering damages, defending a claim or prosecution or obtaining a legal remedy. This will be assessed by **Us** or the **Appointed Representative**.

### Tax Enquiry

means an investigation by HM Revenue & Customs into **Your** business tax affairs.

### We/Us/Our

means Financial and Legal Insurance Company.

### You/Your

means the **Policyholder** shown in the **Schedule**.

### What is Insured

**We** will, subject to What is NOT Insured, the Claims Settlement Provisions and Conditions of this Section provide the insurance in relation to the Insured Incidents, set out below.

Provided that:

- (a) **Reasonable Prospects** exist for the duration of the claim.
- (b) The claim is reported to **Us**
  - (i) during the **Period of Insurance**, and
  - (ii) immediately after the **Insured Person** became aware of circumstances which may give rise to a claim.
- (c) the **Insured Person** follows the advice provided to the **Insured Person** by **Our** Legal Advice Helpline Service.
- (d) The **Insured Person** seeks and continues to follow the advice from **Our** Legal Advice Helpline Service.
- (e) During the course of any dispute from the date that the **Insured Person** became aware of the dispute and throughout the duration of the dispute the **Insured Person** keeps **Us** up

to date with all developments and the **Insured Person** follows and continues to follow the advice from **Our** Legal Advice Helpline Service.

- (f) The **Business** is situated in the United Kingdom, the Isle of Man or the Channel Islands.
- (g) The **Buildings** are situated in the United Kingdom, the Isle of Man or the Channel Islands.
- (h) The event which leads to a claim arises in connection with the **Business**.

**We** will not pay:

- 1. In respect of any one claim and in total in any one **Period of Insurance** more than the relevant Limit of Liability and the annual aggregate limit shown in the **Schedule**.
- 2. The amount of any **Excess** shown in the **Schedule** in respect of each claim.
- 3. Any claim or incident which may lead to a claim and which the **Insured Person** knew about or ought reasonably to have known about before the start of this Section.
- 4. Any claim relating to an **Insured Person's** previous trade, business, occupation or profession.
- 5. The first 10% of **Costs and Expenses** where the **Insured Person** chooses their own lawyer or other suitably qualified person in relation to a claim under this Section.

### Insured Incidents

#### 1. Employment Disputes

**We** will pay the **Costs and Expenses** in relation to the defence of **Legal Proceedings** arising from or relating to a breach of an **Employee's** contract of service which will be dealt with in an Employment Tribunal under employment legislation.

Provided that:

- (a) In the event of any issues arising that could give rise to a legal dispute with an **Employee**, the **Insured Person** has followed the advice provided to the **Insured Person** by **Us**.
- (b) The **Insured Person** seeks and continues to follow all advice from **Us** as to the steps to be taken in the following situations:
  - (i) Before taking any disciplinary action or commencing a disciplinary procedure.
  - (ii) Before dismissing an **Employee**.
  - (iii) Upon receipt of notification of any form of grievance by an **Employee** or a complaint of discrimination.
  - (iv) Before starting any redundancy process or making an **Employee** redundant.
  - (v) Before seeking to make a material change to an **Employee's** contract which is likely to have a negative impact upon that **Employee**.
  - (vi) Upon becoming aware of a situation that could give rise to a potential claim for constructive dismissal by an **Employee**.

# Section 7: Legal Expenses

## continued

**We** will not pay for:

1. Any claim relating to disciplinary hearings or internal grievance procedures.
2. The costs of any disputes relating to a settlement agreement.
3. Any dispute relating to a shareholding, partnership or directors contract.
4. Any claim relating to the Transfer of Undertakings (Protection of Employment) Regulations (TUPE).
5. Any claim relating to future contracts of employment.
6. Any claim in respect of personal injury or loss of or damage to property.
7. Any claim relating to unpaid wages and commission or deduction from wages or commission.
8. Any claim relating to benefits due under a contract of employment.
9. Any claim relating to payment relating to redundancy.

### 2. Employment Compensation Awards

**We** will pay a **Basic Award** and/or **Compensatory Award** which is awarded to an **Employee** by either a tribunal or through the Advisory, Conciliation and Arbitration Service (ACAS) Arbitration Scheme, or an amount agreed by **Us** in settlement of a dispute.

Provided that the **Basic Award** or **Compensatory Award** follows a claim which **We** have accepted under Insured Incident 1. Employment Disputes.

**We** will not pay for:

1. Any award arising out of the **Insured Person's** failure to provide any **Employee** with written reasons for their dismissal.
2. Any award made as a result of the **Insured Person's** failure to provide a contract of employment or statement of terms and conditions of employment.
3. Any award relating to any contractual rights to which the **Employee** is entitled.
4. Any claim in relation to equal pay or the minimum wage employment legislation.

### 3. Health and Safety Appeals

**We** will pay the **Costs and Expenses** in relation to an appeal against the service of an improvement or prohibition notice, a suspension notice or an order of enforcement under the Health and Safety at Work Act 1974 or the Food Safety Act 1990.

Provided that upon becoming aware of the service of a notice or enforcement order under or in relation to the Health and Safety or Food Safety Acts, the **Insured Person** acts with due diligence in the event of any approach by the Environmental Health Office or the Health and Safety Executive.

**We** will not pay for any claim:

1. Relating to assault or violence, malicious falsehood, the manufacture or dealing in alcohol, illegal drugs, indecent or obscene materials or illegal immigration.

2. In connection with an offence relating to the proceeds of any crime or criminal act.

### 4. Jury Service

For each day when an **Insured Person** is required to attend jury service in the United Kingdom **We** will pay the actual loss of the salary or wages of an **Insured Person** for the time off work for jury service.

Provided that such salary or wages are not recoverable from the relevant court, tribunal or other party.

**We** will not pay for any claim where the date the **Insured Person** receives first notification of jury service or deferral of jury service is before the commencement of this Section.

The requirement for **Reasonable Prospects** to exist for the duration of the claim does not apply to this Insured Incident.

### 5. Legal Defence

**We** will pay the **Costs and Expenses** for defending an **Insured Person's** rights relating to any:

- (a) Prosecution in a court of criminal jurisdiction brought or commenced against the **Insured Person** arising out of health and safety at work, occupational hygiene, food safety hygiene, food legality and the supply of safe goods.
- (b) Civil action being taken against an **Insured Person** for wrongful arrest in connection with an accusation of theft.
- (c) Civil action being taken against an **Insured Person**, but not **You**:
  - (i) under legislation for unlawful dismissal on the grounds of race, sex, sexual orientation, age, disability or religious belief arising from that person's work as an **Employee**;
  - (ii) as a trustee of a pension fund set up for the benefit of **Your Employees**.
- (d) The defence of **Legal Proceedings** brought against **You** for compensation by reason of any contravention by **You** data controller of any of the statutory or regulatory requirements governing the control of data.
- (e) Appealing against the refusal of the Information Commissioner to register **Your** application for registration.
- (f) An **Insured Person** being served with an enforcement, de-registration or transfer prohibition notice or information notice or special information notice.

**We** will not pay for:

1. Any costs arising unless **You** have registered with the Data Protection Register or Data Protection Commissioner.
2. Any claim relating to a Road Traffic Offence.

### 6. Contract Disputes and Debt Recovery

**We** will pay the **Costs and Expenses** for the pursuit or defence of **Legal Proceedings** relating to an agreement or alleged agreement that an **Insured Person** has entered for the buying, selling or hiring in of any goods or services.

## Section 7: Legal Expenses continued

Provided that:

- (a) Any claim for undisputed and unpaid monies owed is notified to **Us** within 45 days from the date the monies were first due and payable.
- (b) All **Your** normal credit control procedures have been exhausted or **You** have made reasonable efforts to recover the monies owed.
- (c) The amount in dispute exceeds the amount shown in the **Schedule**.

**We** will not pay for:

- 1. Any claim relating to any land or buildings.
- 2. Any claim relating to a lease or licence of any land or buildings.
- 3. Any claim relating to a motor vehicle owned, driven, used, hired, leased, sold or purchased by an **Insured Person**.
- 4. Any claim relating to the settlement payable or the cover provided under an insurance policy.
- 5. Any claim relating to a loan, pension, investment or any other borrowing or financial instrument.
- 6. A contract of employment.
- 7. Arbitration arising out of an arbitration clause in any contract.
- 8. Computer goods, systems or services.
- 9. A breach or alleged breach of professional duty by an **Insured Person**.
- 10. The monetary cost of putting right any damage caused or an alteration occasioned by or as a tenant.

### 7. Property Disputes

**We** will pay the **Costs and Expenses** for the pursuit of **Legal Proceedings** relating to:

- (a) An incident which causes or could cause physical damage to the **Buildings**.
- (b) Any unlawful interference of **Your** use or enjoyment or right of the **Buildings**.
- (c) The landlord's failure to maintain the **Buildings**.

Provided that:

- (a) The amount in dispute exceeds the amount shown in the **Schedule**.
- (b) The **Buildings** are situated in the United Kingdom, the Isle of Man or the Channel Islands.

**We** will not pay for:

- 1. Any claim relating to an **Insured Person's** previous trade, business, occupation or profession.
- 2. Any claim relating to the rent, service and maintenance charges or renewal of a tenancy agreement.
- 3. Any claim relating to planning.
- 4. Any claim where the **Insured Person** is the landlord of the **Buildings** or is leasing, sub-letting or renting out part of the **Buildings**.

- 5. Any claim relating to work done by any government or local authority unless the claim is for accidental physical damage to the buildings.
- 6. Any claim relating to subsidence, heave, landslip, mining or quarrying.

### 8. Court Attendance

For each day that an **Insured Person** is required to attend any court or tribunal at the request of an **Appointed Representative**, **We** will pay the actual loss of the salary or wages of an **Insured Person** for the time off work.

Provided that such salary or wages are not recoverable from the relevant court, tribunal or other party.

**We** will not pay for any loss incurred before an **Insured Person** makes a claim.

**We** will not pay for any claim where **You** are unable to support **Your** loss.

### 9. Tax Protection

**We** will pay the **Costs and Expenses** for the defence of **Legal Proceedings** relating to:

- (a) A **Tax Enquiry** or **Cross-Tax Enquiry**.
- (b) An investigation by HM Revenue and Customs of **Your** compliance with Pay As You Earn regulations.
- (c) An appeal to a VAT tribunal following an assessment by HM Revenue and Customs.

Provided that:

- (a) **You** have taken reasonable care to ensure that **Your** accounts and tax affairs and records have been properly maintained.
- (b) All returns to HM Revenue and Customs have been completed, are correct and submitted on time.

**We** will not pay for any claim:

- 1. Relating to **Your** failure to register for VAT.
- 2. Arising from a tax avoidance scheme.
- 3. Arising from any investigation undertaken by HM Revenue and Custom's Special Investigations unit.

### 10. Licence Protection

**We** will pay the **Costs and Expenses** in relation to an appeal against a statutory licensing authority following an act or omission, which leads to the suspending, revoking, altering the terms of or refusal to renew a statutory licence.

### 11. Personal Injury

**We** will pay the **Costs and Expenses** in relation to the pursuit of **Legal Proceedings** in respect of any incident causing bodily injury or death to an **Insured Person**.

# Section 7: Legal Expenses

## continued

Provided that the claim is the result of a sudden and specific incident.

**We** will not pay for any claim:

1. Which develops gradually unless it is the result of a sudden and specific event.
2. Arising from actual or alleged clinical, medical or dental negligence.

### What is NOT Insured

The following are not insured by this Section.

#### 1. Prior Claims

Any claim or incident which may lead to a claim and which the **Insured Person** knew about or ought reasonably to have known about before the start of this Section

#### 2. Prior Costs and Expenses

Any costs incurred before a claim is made and any **Costs and Expenses** which **We** do not authorise.

#### 3. Motor Vehicles

Any claim relating to a motor vehicle owned, driven, used, hired, leased, sold or purchased by an **Insured Person**.

#### 4. Non-Business Related Claims

Any claim not in connection with the **Business**, including but not limited to where a contract has been entered into as a private individual or defence is required for a private matter.

#### 5. Dishonesty, Deliberate Acts, Violence and Fraud

Any claim:

- (a) Involving actual or alleged dishonesty or violence by the **Insured Person**;
- (b) Or statement which is overstated, false or fraudulent.

**We** will have the right to refuse to pay a claim or to void this insurance from the date of the act.

#### 6. Judicial Review, Mediation and Arbitration, Marital and Family Disputes, Intellectual Property, Libel and Slander, Share Options, Pensions, Date Change and Mortgage Lender

Any claim directly or indirectly relating to or resulting from:

- (a) A judicial review.
- (b) Mediation and arbitration.
- (c) Divorce, matrimonial matters, cohabitation, maintenance, custody or access.
- (d) Copyrights(s), trademark(s), merchandise mark(s), registered design(s) or other intellectual property rights or secrecy and confidentiality agreements.

- (e) Libel or slander.
- (f) Any share option or pension scheme or policy.
- (g) Any device failing to recognise, interpret or process any date as its true calendar date.
- (h) Any dispute arising between the **Insured Person** and any agent or mortgage lender.

#### 7. Bankruptcy, Liquidation or Receivership

Any claim where the **Insured Person** is bankrupt, in liquidation, has made an arrangement with his or her creditors, has entered into a Deed of Arrangement or part or all of the **Insured Person's** affairs or property are in the care or control of a receiver or an administrator.

#### 8. Other Insurance

Any **Costs and Expenses**, which can be recovered by an **Insured Person** under any other insurance or which would have been covered if this insurance did not exist, except for any amount in excess of that which would have been payable under such insurance(s).

#### 9. Fines and Penalties

Fines, damages other penalties or punitive damages, which the **Insured Person** is ordered to pay by a court or other authority, except as provided for under Insured Incident 2. Employment Compensation Awards.

#### 10. Disputes with Us, Coveá Insurance

- (a) Any claim against **Us**, Financial & Legal Insurance Company Limited or any company or subsidiary of the MSL group of companies.
- (b) Any claim against Coveá Insurance.
- (c) Any dispute between an **Insured Person** and any domestic partner or family members permanently living with an **Insured Person**.

#### 11. War Risks

Any claim arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition, terrorism or alleged acts of terrorism as set out in the Terrorism Act 2000, or damage to property by or under the authority of any government, public or local authority.

#### 12. Radioactive Contamination and Pressure Waves

Any claim which arises from or is directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event:

# Section 7: Legal Expenses

## continued

- (a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- (c) Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

### 13. Territorial Limits

Any claim:

- (a) Where the dispute is pursued outside the jurisdiction of a court or other body within the United Kingdom, the Channel Islands or the Isle of Man;
- (b) Which occurs outside the United Kingdom, the Channel Islands or the Isle of Man;
- (c) Where the **Insured Person** permanently lives outside the United Kingdom, the Channel Islands or the Isle of Man.

## Claims Settlement Provisions

### 1. Reasonable Precautions

The **Insured Person** must take all reasonable precautions to reduce or remove the risk of a claim and not take any deliberate acts, which will result in a claim.

### 2. When You Must Report a Claim to Us

The **Insured Person** must tell **Us** immediately of any circumstances which may give rise to a claim.

### 3. Acceptance of a Claim

On receipt of the claim it will be assessed and dealt with by **Our** in house claims negotiators and, if appropriate and if **Reasonable Prospects** exist and the claim is reported to **Us** immediately after the **Insured Person** becomes aware of circumstances which may give rise to a claim, **We** will then instruct an **Appointed Representative** to handle the claim on behalf of the Insured Person. If there is a dispute as to whether **Reasonable Prospects** exist, **We** may require the **Insured Person**, at the **Insured Person's** own expense, to obtain Counsel's opinion as to the merits of the case. The costs will be refunded to the **Insured Person** if Counsel's opinion clearly shows that there are merits in proceeding.

### 4. Conduct of the Claim

- (a) **We** will be entitled:
  - (i) To have direct contact with the **Appointed Representative**;
  - (ii) To take over and conduct in the **Insured Person's** name any claim or **Legal Proceedings** at any time and negotiate any claim on behalf of the **Insured Person**;

- (iii) To refuse to accept a claim or continue with a claim where the **Insured Person** does not take reasonable care not to make a misrepresentation or has failed to supply relevant information and supporting evidence to **Us** or the **Appointed Representative**.
- (b) What the **Insured Person** must do:
  - (i) Provide, at the **Insured Person's** own expense, the **Appointed Representative** and **Us** with any proof, evidence, certificates and assistance as **We** may reasonably ask for in connection with the claim, including proof as to whether **Reasonable Prospects** exist;
  - (ii) Cooperate fully with the **Appointed Representative** and **Us** and provide, within a reasonable time avoiding any unnecessary delays, any relevant requested information and documentation in relation to the claim;
  - (iii) Take all reasonable steps to recover **Costs and Expenses** and to minimise the amount payable under this Section;
  - (iv) Take all reasonable steps to resolve disputes that otherwise may give rise to a claim;
  - (v) Notify **Us** and the **Appointed Representative** immediately of any offer to settle a claim and of any payments into court;
  - (vi) Tell the **Appointed Representative** to have **Costs and Expenses** taxed, assessed and audited if **We** request.
- (c) What the **Insured Person** must not do:
  - (i) Withdraw from any claim or **Legal Proceedings** or withdraw instructions from **Us** without **Our** consent or the consent of the **Appointed Representative**;
  - (ii) Pursue a claim in any way against the advice or Instructions from **Us** or the **Appointed Representative**;
  - (iii) Incur any **Costs and Expenses** without **Our** consent or the consent of the **Appointed Representative**;
  - (iv) Agree to settle any claim on any basis or reject any offer to settle a claim, without **Our** consent or the consent of the **Appointed Representative**.

### Please Note

**We** will be entitled to be reimbursed by the **Insured Person** for any **Costs and Expenses** previously agreed or paid to or on behalf of the **Insured Person** if the **Insured Person** breaches any of the conditions in (b) and (c) above.

### 5. Payment Instead of Pursuing or Defending a Claim

At any time **We** will be entitled to pay the reasonable amount of damages claimed if in **Our** opinion this would be a more economic solution.

### 6. Legal Proceedings

Any **Legal Proceedings** must be dealt with in the jurisdiction of a Court or tribunal in the United Kingdom, the Channel Islands or the Isle of Man.

# Section 7: Legal Expenses

## continued

### 7. Choice of Appointed Representative

If there is a conflict of interest, or if the claim is not settled by negotiation and it then becomes necessary to start court proceedings, only then will the **Insured Person** be entitled to choose their own lawyer for **Us** to instruct as the **Appointed Representative** to handle the claim.

If there is any dispute about the choice of lawyer **We** will ask the president of the relevant national Law Society to choose a suitably qualified lawyer.

Where the **Insured Person** chooses their own lawyer or other suitably qualified person, **We** will not pay the first 10% of any **Costs and Expenses** charged by the **Insured Person's** own lawyer or other suitably qualified person.

### Conditions

#### 1. Observance of Terms

Anyone making a claim under this Section must have **Your** permission and observe the terms under this Section.

#### 2. Cancellation

**You** may cancel this Section within 14 days of its inception without any premium charge provided that there have been no claims. If a claim has been reported, no refund of premium will be granted. Thereafter **You** may cancel this Section at any time and **You** will be entitled to a return premium for the exact number of days left on the policy provided that there have been no claims reported. If a claim has been reported no return premium will be granted. If **You** cancel the Legal Expenses Insurance Section **You** must contact **Your** broker.

**We** may cancel this Section at any time provided that **We** give **You** 7 days notice of cancellation and there is a valid reason for doing so. Valid reasons for cancellation include, but are not limited to fraud, dishonesty and any outstanding amount due from **You** in relation to any claim under the Legal Expenses Insurance Section.

Where **We** cancel this Section **We** will provide a return premium for the exact number of days left on the policy provided that there have been no claims reported. If **We** cancel this Section **We** will write to **You** at **Your** address shown in **Our** records.

#### 3. Arbitration

Any dispute or difference of any kind between **Us** and an **Insured Person** will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the President of the relevant national Law Society. The arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs.

#### 4. New Rules

If during the **Period of Insurance**, any changes should be made (whether issued or implemented by any relevant authority or otherwise) to applicable rules, laws, legislation, judgements, regulations, directives, guidance, codes of conduct, recommendations or requirements or any other rules, instruments and provisions in force from time to time which alter or affect (or may alter or affect) in any way the legal costs regime to **Our** or **You** material detriment, **We** reserve the right to amend this Section to deal appropriately (fairly to both **You** and **Us**) with such changes. In those circumstances **We** will issue an endorsement to this Section notifying **You** within 21 days of the proposed changes by sending to **You** details of those changes to **Your** last known address. **You** will, however, be free to accept or reject those changes in line with the procedure set out in the endorsement.

#### 5. Third Party Rights

Unless expressly stated in this Section, nothing in this Section will create any rights in favour of any person pursuant to the Contracts (Right of Third Parties) Act 1999.

#### 6. Waiver

If **We** or any **Insured Person** fail to exercise or enforce any rights conferred on them by this Section, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

#### 7. Recoveries

**We** reserve the right, at **Our** own expenses, to take proceedings in the name of the **Insured Person** to recover any payment made under this Section. If an **Insured Person** recovers **Costs and Expenses** previously paid under this Section such **Costs and Expenses** must be immediately repaid to **Us**.

#### 8. Assignment

This Section is between and binding upon **Us** and **You** and their respective successors in title, but this Section may not otherwise be assigned by **You** without **Our** prior written consent.

#### 9. Governing Law

This Section is subject to the law applicable to **Your Business** being registered in the United Kingdom, the Isle of Man or the Channel Islands.



# Section 7: Legal Expenses

## continued

### How to Make a Claim and Advice Service 0161 603 2203

If **You** need to contact **Us** or need to make a claim **You** can call **Us** on the above number, email **Us** at [nonmotorclaims@financialandlegal.co.uk](mailto:nonmotorclaims@financialandlegal.co.uk) or write to Financial and Legal Insurance Company, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

If there is a claim, which is covered by this Section **We** will then send the **Insured Person** a claim form to be completed and returned to **Us**.

If the claim is reported to **Us** during the **Period of Insurance** and is accepted and **Reasonable Prospects** exist, the claim will be handled by **Our** specialist claims unit or **We** will instruct an **Appointed Representative** or other suitably qualified representatives to act on behalf of the **Insured Person**.

Please note that

- (a) Any costs incurred before a claim is made and any costs which **We** do not authorise are not insured by this Section.
- (b) Under this Section there must be **Reasonable Prospects** for any claim to proceed. This does not apply to Insured Incident 4. Jury Service and 8. Court Attendance
- (c) If there is any conflict of interest or if court proceedings are to be issued only then will the **Insured Person** be entitled to choose their own lawyer.

### Data Protection

**We** take **Your** privacy seriously. How **We** use and look after the personal information **You** give **Us** is set out below.

Information may be used by **Us**, **Our** employees, Covea Insurance PLC, agents and service providers for the purposes of insurance administration, underwriting, claims handling, or for statistical purposes.

**We** have determined that **We** have a lawful basis for processing **Your** personal data. The basis is that it is necessary for **Us** to enable the performance of the insurance contract to process **Your** personal information to administer **Your** policy of insurance and/or handle any insurance claim **You** may submit to **Us** under this policy. The processing of **Your** personal data may also be necessary to comply with any legal obligation **We** may have and to protect **Your** interest during the course of any claim.

**We** will not pass **Your** information to any third parties except to enable **Us** to process your claim, prevent fraud and comply with legal and regulatory requirements. In which case **We** may need to share **Your** information with the following third parties within the EU:

- Solicitors or other **Appointed Representatives**
- Underwriters, Reinsurers, Regulators and Authorised/Statutory Bodies
- Fraud and crime prevention agencies, including the police
- Other suppliers carrying out a service on **Our**, or **Your** behalf

- Covea Insurance PLC, together with any associated company, their business partners and agents.

**You** can request to see what data **We** hold on **You**, there is no charge for this service.

**We** will not use **Your** information for marketing further products or services to **You** or pass **Your** information on to any other organisation or person for sales and marketing purposes without **Your** consent.

Under this section **We/Us/Our** includes the underwriter Financial & Legal Insurance Company Limited.

If **You** have any questions about **Our** privacy policy or the information **We** hold about **You** please contact **Us**.

Please read this Section of your policy document carefully and keep it in a safe place.

# Your Business Insurance

## Packaged Offices and Surgeries

0330 221 0444

All calls may be recorded for training and evidential purposes

[www.coveainsurance.co.uk](http://www.coveainsurance.co.uk)

Covéa Insurance  
A & B Mills  
Dean Clough  
Halifax  
HX3 5AX

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