## Important
This policy is a legal contract and it is important that you read it carefully to make sure that it meets your requirements. If it does not, or if your insurance requirements change, please let your insurance adviser know immediately.

We would remind you that you must tell us immediately of any facts or changes which might affect our assessment or acceptance of this insurance.

You should read this policy together with your current schedule of insurance which gives precise details of the cover.

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The insurance cover provided by this policy is issued in accordance with the authorisation certain underwriters at Lloyd's and other Association of British Insurers member insurance companies have granted to Premier Commercial Limited under the terms of the contract(s), referenced in the Schedule of insurance, between Premier Commercial Limited and the participating syndicate(s). This contract makes Premier Commercial Limited agent of the participating syndicate(s) and gives them the authority to perform certain acts on its behalf, but does not affect your rights to claim or make a complaint. The participating syndicate names are available on request.

In addition, Financial & Legal Insurance Company Limited underwrite a Legal Expenses policy, which is an Appendix (i) at section 15.

SEVERAL LIABILITY CLAUSE
In this contract of insurance, our syndicate numbers are noted in the schedule of insurance. we bind ourselves severally and not jointly, that is, in the event of a loss, each of us (and our Executors and Administrators) is liable only for our share of our syndicate’s proportion of the risk.

You or your representative can obtain the name of each of us and our respective shares by applying to:
Market Services, Lloyd’s, One Lime Street, London EC3M 7HA.

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

Our Firm Reference Numbers and other details can be found on the Financial Services Register at www.fca.org.uk.

Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

COVERHOLDER
Premier Commercial Limited
1a Lansdowne Crescent, Edinburgh EH12 5EQ

This policy is a contract of insurance between you and us. It is issued in accordance with the authorisation we have granted to Premier Commercial Limited under the terms of the contract referenced in the schedule between Premier Commercial Limited and us. This contract makes Premier Commercial Limited our agent and gives them the authority to perform certain acts on our behalf, but does not affect your rights to claim or make a complaint.

CONFORMITY
When you read the policy you will find that some items can be singular or plural, feminine or masculine. This clause is designed to correct this. Words in the singular shall include the plural and vice versa. Words importing the masculine will import the feminine and the neuter. References to ‘a person’ will also to include any individual, company, partnership, or any other legal entity. References to a statute law also includes all its amendments or replacements.
General definitions

The following definitions apply in all sections of this policy unless otherwise stated. Each time one of the words below is used it will have the same meaning wherever it appears in the policy, schedule, endorsements or conditions. To help identify these words they will appear in bold in the policy wording.

Business
The business activities as described in the Schedule and shall include

(i) the ownership repair and maintenance of your own property
(ii) the provision and management of canteen social sports and welfare activities for the benefit of you or your employees
(iii) the provision and management of first aid fire security and ambulance services
(iv) the performance of private duties carried out by your employees with your written consent for any director partner or senior official of yours

and no other business for the purposes of this insurance

Computer virus
Computer virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to “Trojan Horses”, “worms” and “time or logic bombs”.

Contract site
Contract site means the site which is the subject of the contract and upon which the contract works are undertaken

Contract works
The permanent and temporary works executed in performance of the contract and materials for use in connection therewith.

Damage
Loss, destruction of or damage to the property insured.

Data processing
Data Processing System shall mean any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

Defined cover
Shall mean any of the Covers insured in Section 1. Material damage

Electronic data
Electronic data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of such equipment.

Electronic data processing media valuation
Notwithstanding any provision to the contrary within the policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this policy suffer physical loss or damage insured by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the electronic data from back-up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such electronic data. If the media is not repaired, replaced or restored the bases of valuation shall be the cost of the blank media. However this policy does not insure any amount pertaining to the value of such electronic data to the Assured or any other party, even if such electronic data cannot be recreated, gathered or assembled.

Employee
Any person who is
a) under a contract of service or apprenticeship with you.
b) a labour master or supplied by a labour master.
c) employed by labour only sub-contractors.
d) self-employed and working for you and under your control.
e) hired to or borrowed by you.
f) supplied to you for the purposes of study, work or training experience.
g) a prospective employee who is undergoing practical work experience whilst being assessed by you as to his or her suitability for employment.
h) a voluntary helper while working under your supervision and control in connection with the business.
i) an outworker or homeworker employed under a contract to personally carry out any work in connection with the business while they are engaged in that work.
General definitions

Employees Tools
Personal tools and effects the property of the Insured’s employees other than motor vehicles precious metals precious stones or articles made therefrom or money

Excess
This is the first part of any claim that you will have to pay after the application of all other terms and conditions of the insurance including average (General condition 5).

Goods
Any goods or products (including containers labelling instructions or advice provided in connection therewith) manufactured sold supplied erected repaired altered treated transported serviced or installed by you in the course of the business

Injury
Bodily injury death illness disease or shock causing bodily injury

Money
Cash, bank and currency notes, bankers’ drafts, cheques, giro cheques, giro drafts, national giro payment orders, travellers cheques, crossed warrants, bills of exchange, securities for money, postage revenue, current postage stamps and unused postal franking machine units, national insurance and holiday with pay cards, national savings certificates, national savings stamps, saving stamps, war bonds, premium savings bonds, franking machine impressions, credit company sales vouchers, luncheon vouchers, trading stamps, VAT invoices, travel vouchers, travel tickets, airline tickets, uncrossed dividend warrants, consumer redemption vouchers, gift tokens, certificates of deposit and credit cards.

Offshore
From the moment in time that an employee shall embark onto any conveyance at the point of final departure on land to any offshore installation until the moment in time that an employee shall disembark from any conveyance onto land upon their return from any offshore installation

Period of insurance
The period from the effective date shown in the schedule until midnight on the expiry date shown in the schedule. This includes any subsequent period for which we may accept payment for renewal of this policy.

Pollution
Pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory and all loss, damage or injury, directly or indirectly caused by such pollution or contamination.

Premises &/or property
The premises and the material property stated in the schedule.

Terrorism
Any act whether involving violence or the use of force or not or the threat or the preparation thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which is designed to or does intimidate or influence a de jure or de facto government or governmental organisation or the public or a section of the public or disrupt any segment of the economy and from its nature or context is done in connection with political social religious ideological or similar causes and objectives.

Unoccupied
Any building or part of any building which is unoccupied or not in use by you or any tenant of you for more than thirty consecutive days.

We/us/our
The Lloyd's syndicates and insurance companies detailed in schedule of insurance.

You/your/yours
The person or persons or corporate body named in the schedule and includes
(a) any subsidiary company which is named in the policy schedule operating in or from premises in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man
(b) at your written request
   (i) any director or employee of yours while acting on behalf of or in the course of his employment or engagement by you in respect of liability for which you would have been entitled to indemnity under this insurance if the claim against any such person had been made against you
   (ii) any officer member or employee of yours, social sports or welfare organisation or fire first aid or ambulance service in his respective capacity as such
   (iii) any director partner or senior official of yours in respect of private work carried out by any employee of you for any such person with your the consent
(c) in the event of your death your personal representatives in respect of liability incurred by you provided that such person shall, as though he were you, observe fulfil and be subject to the terms exceptions conditions and endorsements of this insurance as far as they can apply
How to intiate a claim

If you need to make a claim

We aim to provide you with a first class claims service and we may utilise the services of loss adjusters and claims management companies to help us handle your claim efficiently and with the expertise you would expect from us. If you are unhappy with any aspect of the handling of your claim please telephone us or email us complaints@premco.co.uk

In the first instance you should contact your insurance broker detailed on your Schedule of insurance

You may also call us on 0845 111 0125 and you will be advised of the steps to take. It will assist if you have details of your policy and cover available when telephoning.

Please refer to the claims conditions of the policy set out on pages 11 - 12.

In all communications please quote your policy number.

You may email claims@premco.co.uk

You may write to Premier Commercial 1a Lansdowne Crescent, Edinburgh EH12 5EQ
How to make a complaint

Your right to complain

We intend to provide a first class service at all times to our policyholders.

If there is an occasion when service does not meet your expectations in the first instance please contact us as follows:

For covers underwritten at Lloyds

In respect of sections 1 – 7
Canopius Managing Agents Limited, Gallery 9, One Lime Street, London EC3M 7HA, Telephone 0207 337 3700

In respect of sections 8 – 12
Antares Underwriting Services Limited, 10 Lime Street, London EC3M 7AA

In respect of sections 13 and 14
W. R. Berkley UK Limited, Compliance Department, 2nd Floor, 40 Lime Street, London EC3M 7AW, complaints@wrbunderwriting.com

In the first instance, we will review your complaint and hope to resolve the matter. We will investigate the circumstances regarding your complaint and write to you within two weeks with our response.

If you are not satisfied with our response, or have not heard from us within two weeks, you are entitled to refer the matter to Lloyd’s. Lloyd’s will then conduct a full investigation of your complaint and provide you with a written final response.

If you wish to ask Lloyd’s to investigate your complaint you may do so by contacting:
Complaints, Lloyd’s, Fidentia House, Walter Burke Way, Chatham Maritime, Kent ME4 4RN
Email: complaints@lloyds.com
Telephone +44 (0) 20 7327 5693 Fax +44 (0) 20 7327 5225
www.lloyds.com/complaints

You may have the right to refer your case to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than £2 million and fewer than ten staff.

The FOS can be contacted at:
By Phone: 0800 023 4567/ 0300 123 9123
By Email: complaint.info@financial-ombudsman.org.uk

Please remember that you will have to refer your complaint to the Financial Ombudsman Service within 6 months of receiving a final response.

Making a complaint will not affect your legal rights. If you appoint someone to act on your behalf or if you ask someone else to act on your behalf you should provide us with written authority to allow us to deal with them. you will pay their costs.

For covers not underwritten at Lloyd’s

Crawford Boyd LLB (Hons) ACII, Chartered Insurer, Underwriting Director, Premier Commercial Limited 1a Lansdowne Crescent, Edinburgh EH12 5EQ Telephone 0131 623 6230 complaints@premco.co.uk | crawford@premco.co.uk

IMPORTANT NOTE

Premier Commercial Limited acts as a managing general agent for the underwriters and not for you.
1. **Fair presentation of the risk**
   a) You must make a fair presentation of the risk to us at inception, renewal and variation of the policy.
   b) We may avoid the policy and refuse to pay any claims where any failure to make a fair presentation is:
      i) deliberate or reckless; or
      ii) of such other nature that, if you had made a fair presentation, we would not have issued the policy.
   We will return the premium paid by you unless the failure to make a fair presentation is deliberate or reckless.
   c) If we would have issued the policy on different terms had you made a fair presentation, we will not avoid the policy (except where the failure is deliberate or reckless) but we may instead:
      i) reduce proportionately the amount paid or payable on any claim, the proportion for which we are liable being calculated by comparing the premium actually charged as a percentage of the premium which we would have charged had you made a fair presentation; and/or
      ii) treat the policy as if it had included such additional terms (other than those requiring payment of premium) as we would have imposed had you made a fair presentation.

2. **Conditions precedent**
   There are conditions contained within the policy that are conditions precedent to our liability.
   You may find a condition precedent applies only to a particular section in which case it will be shown under that section.
   If you do not comply with any part of a condition precedent, we will not pay for any claim, except that where the condition precedent concerned:
   a) operates only in connection with particular premises or locations, we will pay for claims arising out of an event occurring at other premises or locations which are not specified in the condition;
   b) operates only at particular times, we will pay for any claim where you show on the balance of probabilities that its non-compliance with the condition precedent did not cause or contribute to the injury, loss, damage or liability which occurred;
   would, if complied with, tend to reduce particular types of injury, loss, damage or liability, we will pay for any claim where you show on the balance of probabilities that its non-compliance with the condition precedent did not cause or contribute to the injury, loss, damage or liability which occurred.

3. **Statutory requirements, maintenance and reasonable precautions**
   You shall at your own expense
   a) take all reasonable precautions to prevent or reduce damage;
   b) cease any activity which may give rise to liability under this policy;
   c) maintain all buildings, furnishings, ways, works machinery, caravans and vehicles in sound condition;
   e) exercise care in the selection and supervision of employees;
   f) remedy any defect or danger as soon as possible after discovery and in the meantime take such additional precautions as the circumstances may require; and
   g) comply with all statutory requirements and other safety regulations imposed by any authority.

4. **Alteration**
   This policy shall be avoided if
   a) any alteration after the commencement of this insurance increases the risk of injury, damage or liability; or
   b) your interest ceases except by will or operation of law
   unless we agree in writing to continue the policy.

5. **Average**
   Wherever a sum insured is stated to be subject to average, if at the time of any damage such sum insured on any item of the property insured is less than the total value of such property, you shall be considered as being your own insurer for the difference and shall bear a rateable share of the loss accordingly.

6. **Cancellation**
   We may cancel this policy where there is a valid reason by giving you 30 days’ notice in writing to your last known address. Any return premium due to you will depend on how long this insurance has been in force and whether you have made a claim.
   If the premium has been calculated on any estimates provided by you, it shall be adjusted in accordance with General condition 12.

7. **Your rights**
   You may cancel this policy in the first year of insurance during the 14 days after the contract has been concluded by giving notice in writing to your broker at the address shown in their correspondence or to us at the address shown on your policy schedule. This right does not apply at the first or any subsequent renewal of the policy or if the premium is shown in the schedule of insurance as the minimum and deposit premium we will accept:
   You will only have this right provided that there have been no
   a) claims made under the policy for which we have made a payment;
b) claims made under the policy which are still under consideration; or

c) incidents likely to give rise to a claim but yet to be reported to us.

We will give a refund of part of the premium paid proportionate to the unexpired period of insurance.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current period of insurance, no refund of the premium will be given.

8. Index linking
(Applies only to Section 1 - Material damage, Section 2 - Business interruption, Section 4 - Trade all risks and Section 5 - Goods in transit if insured)

Renewal
Where the schedule states that index linking applies, we will adjust the amounts insured to take into account movements in the appropriate index shown below.

Building and tenants improvements items
The General Building Cost Index issued by the Building Cost Information Service of the Royal Institute of Chartered Surveyors.

Other items
The Producer Price Index for Home Sales of Manufactured Products issued by the Department of Trade and Industry.

Claims
For claims settlement purposes (except Section 2 - Business interruption) the adjustments set out above will continue during the period of insurance and the period of repair, replacement or reinstatement as long as the work is carried out and completed without undue delay.

NOTE: If either of the above indices is not available, we may select a suitable alternative.

9. Discharge of liability
We may at any time pay the limit of indemnity or the sum insured (less any sum already paid) or any lower amount for which a claim can be settled. We shall be under no further liability except for the payment of costs and expenses incurred before the date of payment.

10. Excess
We shall not be liable for the amount of the excess stated in the schedule in respect of each and every loss calculated after the application of all other terms and conditions of this policy.

11. Identification
The policy, schedule, certificates and appendices shall be read together as one contract. Any word or expression to which a specific meaning has been given in any part of the policy, schedule or sections shall have the same meaning wherever it appears unless we state otherwise.

12. Adjustment of premium
The premium payable under this policy is provisional and has been calculated on estimates given by you. The premium is subject to adjustment upon disclosure of the actual values for the period of insurance in respect of the following:

i) gross profit / revenue
ii) wageroll
iii) turnover
iv) new replacement value of owned plant
v) charges for hired in plant

The actual premium will be calculated at the rates applicable on the amounts declared and if the actual premium differs from the provisional premium you will pay or we shall refund the difference subject to a minimum retention of any minimum premium payable referred to in the schedule or 75% of the provisional premium whichever is the greater.

You must keep an accurate record of all relevant particulars which shall be available to us for inspection and within a reasonable time after the end of each period of insurance, you shall supply to us an accurate statement in the form required so that the premium for that period can be calculated and the difference paid by or returned to you.

If you do not supply such a statement within a reasonable time after the end of the period of insurance, we shall be entitled to charge an additional premium in respect of that period of insurance equivalent to 20% of the provisional premium.

13. Instalments
If you are paying the premium through a loan taken out with a finance house and we cancel the policy due to non-payment of an instalment or any other reason, any refund of premium will be made directly to the finance house.
In the event of a default, the cancellation will be effective from the day the finance house advises us of the default.

14. **Long term undertaking**  
*Applies only if stated in the schedule*  
In consideration of a discount off the net premium being allowed until the date stated in the schedule, you undertake to offer annually for three years the insurance under this policy on the terms and conditions in force at the expiry of each period of insurance and to pay the premiums annually in advance it being understood that

a) we shall be under no obligation to accept an offer made in accordance with this undertaking; and  
b) the sum insured may be proportionately reduced at any time to correspond with any reduction in value of the business.

This undertaking applies to any policy or policies which may be issued by us in substitution of this policy and the same discount shall be allowed off the net premium on any substituted policy or policies issued by us.

Payment of the first or renewal premium due at the effective date shall be deemed acceptance by you of this clause.

Nothing in this undertaking shall prejudice our right to cancel this policy or any of its sections in accordance with the conditions.

15. **Contract (Rights of Third Parties) Act 1999**  
The terms of this policy are only enforceable by the named insured. A person who is not a named insured has no rights under the Contract (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.

This clause does not affect any rights enforceable under the Third Parties (Rights against Insurers) Act 2010.

16. **Choice of law**

There is a choice of law which can apply to this policy but the pre-contractual offer by us, subsequent acceptance by you and the contract itself have been made on the basis of English law and this can only be amended with the express written agreement of both parties to the contract.

17. **Law interpretation**

The proper law for the interpretation of the construction and language of this policy is English law and the courts of England and Wales alone shall have jurisdiction for hearing and determining any litigation arising out of or in connection with any dispute regarding the interpretation of this policy.

18. **Tax**

You will pay any tax due on the premium in accordance with current legislation.

19. **Unoccupied property**

We must be notified in writing immediately of any unoccupied building or unoccupied portion of a building insured that becomes occupied or any occupied building which becomes unoccupied or partially unoccupied. An additional premium and terms will be applied if required.

20. **Security of unoccupied property**

It is a condition precedent to our liability that in respect of property unoccupied for more than 30 days the following conditions are complied with unless otherwise agreed by us.

a) The gas, electricity (other than power required for an intruder alarm or fire alarm system) and water supplies are turned off at the mains and all water pipes, apparatus and tanks are drained down.

b) All devices for preventing access to the buildings are in full and effective operation at all times.

c) The premises and yards are clear of all waste materials and redundant contents.

d) All accessible windows and doors are securely boarded over.

e) The letter box is permanently sealed shut or a non combustible receptacle is permanently fixed to the letter box.

f) The premises are inspected at least once a week by a responsible person to ensure that there is no deterioration in the fabric of the building and that compliance with conditions a) - e) continues.

21. **Sanctions**

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

22. **Access and reasonable precautions**

You will afford reasonable facilities for our representatives to examine any property insured under this policy. You will also take and cause to be taken all reasonable precautions to prevent accidents and to safeguard the property insured against loss or damage and to ensure that all statutory and other regulations relating to the property insured are observed.
23. **Joint Code of Practice**

You undertake to comply with the Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings undergoing renovation dated May 1992 or any subsequent amendment to or revised edition thereof current at inception (or subsequent renewal if applicable) of the policy hereinafter referred to as The Joint Code.

In the event of our becoming aware of a breach of The Joint Code, we may inform the main/management contractor's site management of the nature of the breach specifying the remedial measures required by us (the remedial measures) and the period within which these must be completed.

Where we consider such a breach is of sufficient importance we may confirm the same by notice in writing (the notice) to the Employer and the main/management contractor and the first named party collectively forming the insured business(es), when this is not the employer or the main/management contractor, at their respective addresses nominated by you at the inception of cover or as subsequently amended. Under the terms of this or any subsequent notice we may suspend or cancel all cover at the contract site concerned from the date named in the notice not being a date earlier than the date named for completion of the remedial measures it being understood that upon suspension such cover shall be reinstated when we are satisfied that the remedial measures have been completed. Such notice shall be given by registered post, recorded delivery facsimile transmission or by hand.

This additional clause shall not in itself be considered a condition precedent to liability but its inclusion shall not prejudice, waive or remove our rights under the terms of this policy.

24. **Stoppage of work**

In the event of stoppage of work by you on the contract site from any cause for a period of one month cover under Section 11 Part 1. Contract works shall be suspended unless its continuance be agreed in writing by us. In the event of such total or partial cessation of work you shall use due diligence and do all things reasonably practicable to protect the property insured.

25. **Series defects**

If the development or discovery of a defect in any part of the property insured by Section 11 Part 1. Contract works shall indicate or suggest that similar defects exist in other parts of the said property you will forthwith investigate and if necessary rectify the defects in such other parts at your own expense or alternatively bear all losses arising out of the said defects.
Claims conditions

1. If you, or anyone acting on your behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect we:
   a) shall not be not liable to pay the claim;
   b) may recover any part of the claim already paid; and
   c) may give you notice that this policy is terminated with effect from the time of the first fraudulent act, in which case you will:
      i) not have cover for any loss from any event occurring after that time; and
      ii) not receive any return of premium.

2. On the discovery of any incident which may give rise to a claim under this policy you shall
   a) notify us by telephone immediately and in writing as soon as practicable;
   b) notify the police as soon as possible in respect of damage caused by malicious persons or thieves if insured by this policy;
   c) take all reasonable steps to prevent further damage and to minimise any interruption of the business;
   d) remedy any defect or damage as soon as possible after discovery and in the meantime take such additional precautions as the circumstances may require; and
   e) send to us at your expense within 30 days (7 days in the case of damage caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons if insured by this policy) after the incident or after expiry of the indemnity period or such further time as we may allow
      i) full information in writing of the claim;
      ii) details of any other insurance relating to the claim;
      iii) any business books, documents, proofs, information and other evidence as we may reasonably require; and
      iv) if required, a statutory declaration of the truth of the claim and of any matter connected with it.

3. We will not pay any claim under this policy unless you have complied with the terms of condition 2.

4. If we choose or are required to reinstate or replace any property you shall at your own expense give us all such plans, documents, books and information as we may reasonably require.
   We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to pay out more than the sum insured on any item.

5. a) In the event of any damage for which a claim is or may be made under this policy we and any person authorised by us may without incurring any liability or diminishing our right to rely upon any conditions of this policy enter, take or keep possession of the building or premises where the damage has happened and any property insured under this policy.

   If you or anyone acting on your behalf does not comply with our requirements or hinders or obstructs us in doing any of the above, then all benefit under this policy shall be forfeited. You shall not in any case be entitled to abandon any property to us whether we take possession of it or not.

   b) You or anyone acting on your behalf must not make any admission, offer, promise or payment without our written consent. We have the right to take over and conduct in your name the defence or settlement of any claim or to prosecute any claim in your name for our own benefit and we shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

c) You shall give all such assistance as we may require.

6. Any claimant under this policy shall at our request and expense do and allow all such acts and things as we may reasonably require for the purpose of enforcing any rights and remedies we may have of obtaining recovery or indemnity third parties, irrespective of whether we require this before or after we indemnify you.

7. You must send us unanswered every letter, claim, writ, summons and process in connection with the incident immediately on receipt. You shall also give us written notice immediately you know of any prosecution or inquest in connection with any occurrence which may give rise to a claim under this policy.

8. Not applicable to Section 3 part 2 - Personal injury (robbery)
If at the time of any claim there is any other insurance covering your interest in the property damaged or the same legal liability our liability under this policy shall be limited to its rateable proportion of such claim.

If the other insurance is subject to any condition of average this policy if not already subject to any condition of average shall be subject to average in the same way.

If any other insurance effected by you or on your behalf covers any of the property insured but is subject to any provision which excludes it from ranking concurrently with this policy either in whole or in part or from contributing rateably to the damage, our liability under this policy shall be limited to such proportion of the damage as the sum insured bears to the value of the property.
9. *Not applicable to Section 3 part 2 - Personal injury (robbery)*
   If any difference as to the amount to be paid under this policy (liability being otherwise admitted) arises, it may be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is referred to arbitration the making of any award shall be a condition precedent to any right of action against us.
General exclusions

1. This policy does not cover failure of any computer system, whether or not your property, to be date or time compliant including failure of any correction, attempted correction, conversion, renovation, rewriting or replacement of any computer system relating to date or time compliance.

2. This policy does not cover any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever.

3. This policy does not cover any liability assumed by you under any express warrant, agreement or guarantee unless such liability would have attached to you irrespective of such express warrant, agreement or guarantee.

4. This policy does not cover death, disablement or damage to any property, any loss or expense resulting or arising therefrom or any legal liability of whatsoever nature directly or indirectly caused by, contributed to or arising from:
   a) ionising radiation 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 its nuclear components; or
   c) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition or damage to property by or under the order of any government or public or local authority.

5. This policy does not cover damage directly caused by pressure waves caused by aircraft and other aerial devices travelling at Sonic or supersonic speeds.

6. This policy does not cover:
   i) money, jewellery, precious stones, precious metals (except where parts of machinery or tools) bullion, bonds, furs, curiosities, rare books, works of art, patterns, models, moulds, plans and designs;
   ii) goods held in trust or on commission, documents, manuscripts, business books, computer systems, records, explosives, video tapes or cassettes for sale or hire; or
   iii) property in transit unless specifically mentioned.

7. This policy does not cover liability, damage or consequential loss directly or indirectly caused by or arising out of terrorism. In any action, suit or other proceedings where we allege that damage or consequential loss caused by terrorism is not covered by this policy, the burden of proving that such damage or consequential loss is covered shall be upon you.

8. This policy does not cover damage or consequential loss in Northern Ireland occasioned by, happening through or in consequence directly or indirectly of civil commotion.

9. This policy does not cover any liability caused by or arising out of pollution apart from that specified under Section 1 – Material damage, Section 2 - Business interruption, Section 4 – Trade all risks and Section 9 - Public/products liability.

10. We will not indemnify you against liability in respect of any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use 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 a consequence of loss.

11. This policy does not cover damage or consequential loss directly or indirectly occasioned by, happening through or as a result of computer virus or from erasure, corruption or alteration of electronic data. For the purpose of this exclusion:
   a) computer virus means a corrupting instruction that propagates itself via a computer system or network.
   b) electronic data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

This exclusion shall not apply to damage, interruption of or interference with the business not otherwise excluded which results from fire, explosion, aircraft, earthquake, riot, storm, flood, escape of water, impact or sprinkler leakage all as defined in Section 1 – Material damage and stated as insured in the schedule applicable to that section.
Section 1 - Material damage

Definitions
The following words will have the same meaning wherever they appear in this section of the policy or in the schedule relating to this section. To help identify these words they will appear in bold in the section wording.

Alarmed premises
The premises or those parts of the premises protected by the intruder alarm system.

All other contents
a) Personal effects, pedal cycles, tools, instruments and the like belonging to employees, principals, directors, customers and visitors to the extent that they are not more specifically insured.
   We will not pay more than £750 in respect of any one person or for jewellery, watches, furs, contact lenses, portable electronic entertainment equipment, cameras or money or £250 for any one pedal cycle in respect of any one person.
b) Computer records, documents, manuscripts and business books for an amount not exceeding £25,000 in respect of any one loss.
c) Patterns, models, moulds, plans and designs.
d) Money and securities of any description but for not more than £1,000 in total and subject to any specific exclusions in this insurance.
e) Wines, spirits, cigarettes and tobacco other than stock but for not more than £1,000 in total in respect of damage by theft (if insured).
f) Motor vehicles and their contents but only if they are not otherwise insured.
g) Rare books or works of art but for not more than £1,000 in total any one period of insurance.

Buildings
(Appplies also to Section 2 - Business interruption)
a) Buildings (being built mainly of brick, stone, concrete or other non-combustible materials unless otherwise stated in the schedule).
b) Landlords’ fixtures and fittings in and on the buildings.
c) Small outside buildings, extensions, annexes, gangways.
d) Walls, gates and fences, yards, car parks, roads, pathways and loading bays.
e) Services, meaning telephone, gas and water mains, electrical instruments, meters, piping, cabling and the like extending from the buildings to the perimeter of the premises or to the public mains (including those underground).

General contents
Machinery, plant, fixtures and fittings, tenants improvements, alterations, decorations, improvements, internal and external glass being part of the buildings not owned by you but for which you are responsible, office equipment and all other contents.

Intruder alarm system
The component parts including the means of communication used to transmit signals detailed in the alarm specification agreed by us.

Keyholder
You or any responsible person or keyholding company you authorise
a) to accept notification of faults or alarm signals relating to the intruder alarm system; and
b) to attend and allow access to the premises.
At least one keyholder must be available at all times.

Other property
Any other items of property not specifically insured above which you have advised to us and we have specified on the schedule.

Property insured
Buildings, general contents, all other contents, stock and other property at the premises (subject to any specific exclusions) all as defined below or more fully described in the schedule and all belonging to you or for which you are responsible but excluding
i) property which is more specifically insured; and
ii) unless specifically notified to and accepted by us as insured
   a) land, piers, jetties, bridges, culverts or excavations
   b) livestock, growing crops or trees unless they form part of the general contents.

Responsible person
You or any person you authorise to be responsible for the security of the premises.

Stock
Stock and materials in trade, work in progress, goods held in trust and finished goods for which you are responsible.
Section 1 - Material damage

Insuring clause

We will, at our option pay for, repair or reinstate any property insured that sustains damage at the premises directly caused by any of the covers listed below provided they are shown as applying in the schedule.

Our liability in any one period of insurance shall not exceed
a) the total sum insured; or
b) in respect of any item its sum insured; or
c) any other stated limit of liability.

Covers

1. Fire, lightning and explosion but not damage caused by
   i) earthquake, subterranean fire, riot, civil commotion.
   ii) its undergoing any heat process or any process involving the application of heat.
   iii) explosion of non – domestic steam pressure machinery or equipment under your control.

2. Aircraft or other aerial devices or articles dropped from them but not damage caused by
   i) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
   ii) fire.

3. Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons but not damage arising from
   i) confiscation, requisition or destruction by order of the government or any public authority.
   ii) stopping work.
   iii) fire caused by strikers, locked out workers or persons taking part in labour disturbances or malicious persons.
   iv) theft or attempted theft directly caused by malicious persons to any building which is unoccupied or not in use for more than 30 days.
   v) fly-tipping except in so much as provided by Optional clause 39 if shown on the schedule.

4. Earthquake or subterranean fire.

5. Storm but not damage
   i) caused by lightning, frost, subsidence, ground heave or landslip.
   ii) in respect of movable property in the open, fences and gates.

6. Flood but not damage
   i) attributable solely to change in the water table level.
   ii) caused by lightning, frost, subsidence, ground heave or landslip.
   iii) in respect of movable property in the open, fences and gates.

7. Escape of water from any tank, apparatus or pipe but not damage
   i) by water discharged or leaking from any automatic sprinkler installation.
   ii) in respect of any building which is unoccupied or not in use for more than 30 days.

8. Accidental escape of water from any automatic sprinkler installation in the premises but not damage caused by
   i) freezing whilst the building is unoccupied or not in use for more than 30 days.
   ii) explosion, earthquake, subterranean fire or heat caused by fire.

9. Impact by any road vehicle or animal.

10. Accidental damage but not
    i) damage caused by
       a) any of the covers specified above.
       b) the causes expressly excluded from the covers specified above whether or not insured.
Section 1 - Material damage

c) inherent vice, latent defect, gradual deterioration, wear and tear, faulty or defective design or materials.
d) faulty or defective workmanship, operational error or omission on the part of you or any employee, but this shall not include subsequent damage which itself results from a cause not otherwise excluded.
e) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects.
f) change in temperature, colour, flavour, texture or finish.
g) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunication services.
h) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any steam and feed piping connected to them.
i) mechanical, electronic, electrical or computer breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates but this shall not exclude subsequent damage so long as it is not excluded above.
j) pollution.
k) normal settlement or bedding down of new structures.
l) acts of fraud or dishonesty.
m) disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
n) damage to a building or structure caused by its own collapse or cracking.
o) any process of production, packing, treatment, testing, commissioning, servicing or repair.
p) nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority.

ii) damage to
a) movable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust.
b) vehicles licensed for road use (including their accessories) caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
c) property or structures in course of construction or erection and materials or supplies in connection with this other than internal alterations or refurbishments not more specifically insured under a contract works policy.
d) glass.

11. a) Glass breakage at the premises all being plain sheet or plain plate glass unless stated otherwise in the schedule including the cost of boarding up and any lettering and artwork.
b) Damage to
i) the contents of display windows;
ii) windows and doorframes, vitrolite, marble, marmerile and similar materials, intruder alarm foils and other detection devices and circuits;
iii) electric light fittings; or
iv) neon and illuminated signs
as a direct result of glass breakage as defined under paragraph 11. a) provided that our liability shall not exceed £10,000 in total.

12. Breakage of fixed sanitaryware but not breakage or damage
i) in vehicles, vending machines or to stock in trade.
ii) in any building which is unoccupied or not in use for more than 30 days unless specifically agreed by us.
iii) in transit or while being fitted.
iv) due to settlement, expansion or contraction of frames or fittings in buildings under construction and during a period of six months after the date of completion.
v) existing before the start of the period of insurance.
vi) of neon and illuminated signs and electric light fittings.
vii) by wear and tear, gradual deterioration, mechanical or electrical breakdown or removal from the fixed position other than by theft or attempted theft.
viii) of bulbs or tubes unless the signs or fittings are also damaged.
ix) caused by fire or explosion.

13. Theft or attempted theft but not damage
i) which does not involve
a) entry to or exit from a building by forcible and violent means; or
b) actual or threatened assault or violence.
ii) from any part of the building not occupied by you for the purpose of the business.
iii) from the open or from any outbuilding not communicating with the main building unless otherwise specified.
iv) to property in transit.
v) to money and securities of any description.

For the purpose of this cover building does not include walls, gates, fences, yards, car parks, roads, pathways and loading bays.
Section 1 - Material damage

14. Subsidence, ground heave or landslip of any part of the site on which the property stands but not damage i) to yards, carparks, roads, pavements, walls, gates and fences unless also affecting the structure of a building. ii) caused by a) normal settlement or bedding down of new structures. b) settlement or movement of made up ground. c) coastal or river erosion. d) fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe. iii) which originated before the inception of this cover. iv) resulting from a) demolition, construction, structural alteration or repair of any property; or b) groundwork or excavation at the same premises.

Special condition to cover 14
a) You must notify us immediately you become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site.
b) We shall then have the right to vary the terms or cancel this cover.

Excess
An excess applies to the covers under this section as shown in the schedule.

Clauses

1. Designation
For the purpose of determining the heading under which any property is insured we agree to accept the designation under which such property has been entered in your books.

2. Additions
The insurance extends to include a) any newly acquired or built property which is not insured elsewhere; and b) alterations, additions and improvements to property insured but not increases in value anywhere in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Cover under this clause in any one situation is limited to 15% of the sum insured on buildings and general contents or £500,000 whichever is the lesser. You must advise us of all such additional property within 6 months and pay the appropriate additional premium from the date on which the items become your responsibility.

Once the premium has been paid for the additional property, the provisions of this clause are reinstated.

3. Professional fees
The sum insured for each building, block of flats and machinery item described in the schedule includes an amount for professional fees necessarily incurred in reinstating or repairing the property insured following damage covered by this section. We will not indemnify you in respect of fees i) more specifically insured; or ii) incurred in preparing a claim.

4. Automatic reinstatement after a loss
Unless we advise you to the contrary our liability shall not be reduced by the amount of any loss as long as a) you pay the appropriate additional premium for reinstatement of cover; and b) you carry out any reasonable recommendations we put forward to prevent further loss.

If the damage is by theft (if insured), automatic reinstatement shall apply once in each period of insurance.

5. Changes of temperature
We will pay for damage to the property insured caused by change of temperature resulting from damage to the refrigerating plant, air conditioning plant or connected electrical plant or apparatus as a result of the operation of an insured cover.

6. Clearing of drains
We will pay for expenses necessarily incurred in clearing, cleaning or repairing drains, gutters, sewers and the like for which you are responsible as a result of the operation of an insured cover.
7. **Contract price**
   If goods sold but not delivered for which you are responsible suffer damage and as a result the sale contract is cancelled either wholly or to the extent of the damage, our liability shall be based on the contract price for the purpose of average and the value of all goods to which this clause applies shall be calculated on the same basis.

8. **Contracting purchaser’s interest**
   If at the time of damage, you have contracted to sell your interest in any building insured and the purchase has not been but will be completed, the purchaser on completion shall be entitled to benefit under this policy without prejudice to the rights and liabilities of you or us from the date of the damage until completion as long as the purchaser has not otherwise insured the building against such damage.

9. **Customers’ goods**
   If you have intimated to your customers that you have accepted responsibility for damage to their goods or goods for which they may be legally responsible and which are temporarily in your custody and control, we agree that all such goods shall be held to be insured by this policy as stock unless they are more specifically insured elsewhere.

10. **Debris including stock removal**
    The sum insured for each item of property insured includes costs and expenses you necessarily incur with our consent for:
    a) removing debris from;
    b) dismantling or demolishing;
    c) shoring or propping up; and
    d) boarding up
    those parts of the property insured damaged by any cover insured. We will not pay more than the sum insured for each item.
    We will not pay for any costs or expenses
    i) incurred in removing debris except from the site of property damaged and the area immediately adjacent to it;
    ii) arising from pollution of property not insured by this policy; or
    iii) in respect of damage which occurred before the granting of cover under this insurance.

11. **Exhibitions**
    The insurance on general contents and stock applies also at any exhibition premises and while in transit to and from in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man subject to a maximum liability of £12,500 in any one period of insurance. We shall not be liable for the first £250 of each and every loss.

12. **Fire extinguishing expenses**
    We will pay the reasonable costs incurred by you for:
    a) refilling fire extinguishing appliances and replacing used sprinkler heads solely in consequence of insured damage.
    b) extinguishing operations in order to minimise loss.
    c) damage to lawns, trees, shrubs and gardens caused by extinguishing operations.

13. **Fire extinguishing appliances**
    If you maintain fire extinguishing appliances at the premises, you must ensure all appliances are in efficient working order and remedy promptly any defects. Providing you do this, we agree we will not invalidate this policy because of any defect in any of the appliances due to circumstances unknown to or beyond your control.

14. **Interest**
    It is understood that other parties may have an interest in certain property insured by this policy. The nature and extent of this interest must be disclosed in the event of damage.

15. **Non- invalidation**
    This insurance shall not be invalidated by any act, omission or alteration whereby the risk of damage is increased unknown to or beyond your control, provided that immediately you become aware of it you tell us and pay any additional premium required.

16. **Property at other locations**
    This insurance applies to the following property insured while it is not on the premises except that
    a) the insurance applies only if the property is not otherwise insured;
    b) this extension applies only to damage occurring within Great Britain, Northern Ireland, the Channel Islands and the Isle of Man; and
    c) our liability for any one loss shall not exceed the limit shown.

**Property and location**
A. Computer records, documents, manuscripts and business books at any location and while in transit subject to a limit of £25,000.
Section 1 - Material damage

B. **Stock** (excluding goods held in trust) at any location used by **you** for storage subject to a limit of
   i) £25,000 in respect of theft or attempted theft; and
   ii) 15% of the **stock** sum insured but not exceeding £500,000 in respect of other covers.

C. **Other property** (excluding vehicles licensed for road use) at any location to which the **property** has been temporarily
   removed for cleaning, renovation or repair and whilst in transit subject to a limit of
   i) £25,000 in respect of theft or attempted theft; and
   ii) 15% of the other **property** sum insured but not exceeding £500,000 in respect of other covers.

17. **European Union and public authorities**
   Subject to the following special conditions, the insurance by this section extends to include the additional cost of reinstatement that
   may be incurred solely by reason of the necessity to comply with the stipulations of
   a) European Union legislation, or
   b) building or other regulations under or framed in pursuance of any Act of Parliament or public authority bye-law
   in respect of the **damaged property** insured and any undamaged portions but excluding the following.
      i) The cost incurred in complying with the stipulations
         a) in respect of **damage** occurring before the inception of this clause;
         b) in respect of **damage** not insured by the section;
         c) under which notice has been served on **you** before the happening of the **damage**;
         d) for which there is an existing requirement, which has to be implemented within a given period; or
         e) in respect of **property** entirely undamaged by any insured cover.
      ii) The additional cost that would have been required to make good the **property damaged** to a condition equal to its condition
         when new, had the necessity to comply with the stipulations not arisen.
      iii) The amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the
          **property** or by its owner by reason of compliance with the stipulations.

Special conditions
1. The work of reinstatement must be commenced and carried out without unreasonable delay, and in any case must be
   completed within twelve months after the **damage** or within any further time that we may allow (during the twelve
   months), and may be carried out upon another site (if the stipulations require it) subject to our liability under this clause not being
   increased by this.
2. If our liability under any item of the section, apart from this clause, is reduced by the application of any of the terms and
   conditions of the policy, then our liability under the clause will be similarly reduced.
3. The total amount recoverable under any item of the section in respect of this clause will not exceed
   i) in respect of the **damaged property**
      a) 15% of its sum insured;
      b) where the sum insured by the item applies to **property** at more than one premises, 15% of the total
         amount for which we would have been liable had the **property insured** at the premises where the
         **damage** has occurred been wholly destroyed; or
   ii) in respect of undamaged portions of **property** (other than foundations), 15% of the total amount for which we
       would have been liable had the **property insured** at the premises where the **damage** occurred been wholly
       destroyed.
4. The total amount recoverable under any item of the policy shall not exceed its sum insured.
5. All the terms and conditions of the policy, except where they are varied by this clause, will apply as if they had been
   incorporated in it.

18. **Re-erection**
   The insurance within the limits of the sum insured for **general contents** includes the cost of re-erection and fixing machinery and
   plant because of **damage** covered by this policy.

19. **Reinstatement**
   Subject to the following special conditions, the basis upon which we will calculate the amount payable in respect of **property** insured
   by all items, other than **stock**, motor vehicles and their accessories, pedal cycles and personal effects belonging to **employees**,
   directors, visitors and guests or rent, shall be the reinstatement of the **property damaged** to a condition equivalent to or substantially
   the same as but not better or more extensive than its condition when new.

   For this purpose "reinstatement" means
   a) the rebuilding or replacement of **property damaged** which may be carried out in any manner suitable to **your**
      requirements or on another site as long as our liability is not increased; or
   b) the repair or restoration of **property damaged**.

Special conditions
1. **Our** liability for the reinstatement of **property partly damaged** shall not exceed the amount which would have been payable
   had such **property** been wholly destroyed.
2. If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the
   whole of the **property** covered by any item exceeds its sum insured at the start of any **damage**, our liability shall not
Section 1 - Material damage

exceed that proportion of the amount of the damage which the sum insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time.

3. No payment beyond the amount which would have been payable in the absence of this clause shall be made
   a) unless reinstatement commences and proceeds as quickly as possible.
   b) until the cost of reinstatement shall have been actually incurred.
   c) if the property insured at the time of its damage shall be insured by any other insurance effected by or on your behalf which is not upon the same basis of reinstatement.

4. All the other terms and conditions of the policy shall apply in respect of any claim payable under this clause so far as they are able.

20. Rent
   If we cover rent of buildings which suffer damage, we will pay
   a) in respect of rent receivable, the actual reduction in rent received solely in consequence of the damage.
   b) in respect of rent payable, the amount of rent which continues to be payable by you in respect of the building or parts of the building whilst unfit for occupation in consequence of the damage.
   Our liability shall be limited to the loss suffered within the period of rent insured as shown in the schedule which starts from the date of the damage.

   For the purpose of average (General condition 5) the total value shall be the annual rent receivable or payable at the start of the period of insurance. This amount will be proportionately increased where the period of rent insured exceeds twelve months.

21. Subrogation waiver
   In the event of a claim arising under this policy, we agree to waive any rights, remedies or relief to which we might become entitled by subrogation against
   a) any company standing in the relation of parent to subsidiary (subsidiary to parent) to you as defined in the Companies Act or Companies (N.I.) Order current at the time of the damage; or
   b) any company which is a subsidiary of a parent company of which you are a subsidiary as defined in the Companies Act or Companies (N.I.) Order current at the time of the damage.

22. Theft cover
   Any cover in respect of theft includes
   a) the cost of repairing damage to the buildings (whether or not the buildings are insured under this section) if you are responsible for the repairs and the damage is not otherwise insured; and
   b) the reasonable expenses incurred in necessarily replacing locks to the buildings or safes and strongrooms
      i) following a hold-up accompanied by violence or threat of violence whilst such keys are in your personal custody or that of any of your directors, partners or authorised employees;
      ii) involving entry to or exit from the premises by forcible and violent means; or
      iii) involving entry to or exit from your residence or that of any of your directors, partners or authorised employees by forcible and violent means.

23. Trace and access
   In the event of damage resulting from escape of water or oil as covered by this policy, we will pay
   a) the costs necessarily and reasonably incurred in locating the source of such damage and subsequently making good; and
   b) the cost of repairing or replacing tanks, apparatus, pipes or appliances which have been damaged by freezing.
   We shall not pay more than £10,000 or 10% of the sum insured by this section, whichever is the lesser.

24. Workmen and alteration to the premises or business
   Workmen and tradesmen are allowed in or about the premises for maintenance purposes and for undertaking minor repairs and alterations without affecting this insurance, but we have insured you on the basis of information supplied and cover under this policy will cease if
   a) there are changes to the premises or the building in which it is located or to your business which may increase the risk of damage, liability, accident or injury; or
   b) there are changes in the occupancy or use of the premises.

25. Additional metered water or oil charges
   The insurance covers additional metered water or domestic heating oil charges you incur as a result of damage by an insured cover to the water installation or fixed heating installation at the premises insured by this policy.
   We shall calculate the amount to be paid by comparing the charge made by the water suppliers for the period during which the damage occurred with the charges for the previous period, adjusted for any relevant factors affecting your consumption of water during the periods concerned.
   This extension is not subject to any condition of average.
   We shall not pay more than £10,000 in all in respect of any one period of insurance excluding the cost or value of metered water or heating oil lost when the premises are unoccupied or not in use.
Section 1 - Material damage

26. **Minimum security condition**
The following is a condition precedent to our liability.

   a) All external doors at the premises and any internal doors leading to other premises must be secured by mortise deadlocks and box striking plates which conform to British Standard 3621 specification or by other locking devices agreed by us;

   b) All opening sections of external ground floor windows and all other windows which are accessible from roofs, fire escapes or downpipes must be fitted with key operated window locks.

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

No cover will be in operation for theft or attempted theft involving entry into or exit from the premises and malicious damage and fire caused by arson unless

   a) the premises are protected to the minimum standard detailed above;

   b) security devices stipulated are in full and effective operation whenever the premises are left unattended; or

   c) the premises have been surveyed by one of our Risk Control Surveyors and we have accepted alternative levels of security.

27. **Computer system records**
It is a condition precedent to liability that computer systems records used in connection with the business are backed up on a daily basis with a copy being kept elsewhere than at the premises.

28. **Underground services**
We will pay for

   a) accidental damage not otherwise excluded to underground water, gas, oil, drain or sewer pipes and underground electricity or telephone cables which extend from the premises to the public mains and for which you have responsibility for repair or reinstatement; and

   b) costs and expenses incurred in clearing and cleaning drains, gutters, sewers, drain inspection covers and similar underground service areas for which you are responsible in consequence of any cover insured by this section.

We will not pay more than £5,000 in any one period of insurance.

29. **Electrical circuits condition**
It is a condition precedent to liability that all electrical circuits are tested at least every five years by qualified electrical engineers and that any defects identified are remedied in accordance with the regulations of the Institute of Electrical Engineers.

30. **Seasonal stock increase**
Any sum insured in respect of stock is increased by 25% for the months of November and December and for a period of 30 days preceding Easter Day in each period of insurance.

Optional clauses
(These apply only if stated in the schedule)

31. **Automatic fire alarm**
We have given you a discount off the premium for this insurance because there is an automatic fire alarm installed on the premises and you undertake to keep the installation in efficient working order.

   It is a condition precedent to our liability that you

   a) make a test every day (holidays excepted) for the purpose of checking the condition of the batteries, the brigade connection and all detector circuits;

   b) obtain promptly a quarterly report from the installing engineers and remedy any defect revealed and make the report available to our representatives when required;

   c) advise the installing engineers immediately of any serious disablement, disconnection or temporary disuse of the installation (except during actual testing) and keep a note of this together with a note of the length of time the installation was not working for examination by our representatives when required;

   d) notify us immediately of the removal of any automatic fire alarm installation for which a discount has been allowed and undertake to return a pro rata share of the discount for the unexpired time.

Providing you do this, we agree we will not invalidate this policy because of any defect in the automatic fire alarm installation due to circumstances unknown to or beyond your control.

32A. **Day one basis (non-adjustable)**
The insurance by the item(s) indicated in the schedule is subject to the following.

   1. The premium on each item has been calculated on the declared value calculated by you.

   “Declared value” shall mean your assessment of the cost of reinstatement of the property insured in a condition equal to but not better or more extensive than when new at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors which may operate subsequently) together with allowance if required for
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a) the additional cost of reinstatement to comply with public authority requirements;
b) professional fees; and
c) debris removal costs.

2. At the beginning of each period of insurance, you shall notify us of the declared value of the property insured by each of the item(s). In the absence of such declaration, we will take the last amount declared by you as the declared value for the next period of insurance.

3. Special conditions 2 and 4 of the Reinstatement clause are restated as follows.

2. If at the time of damage the declared value of the property covered by such item is less than the cost of the reinstatement at the inception of the period of insurance then our liability for the damage shall not exceed that proportion which the declared value bears to the cost of reinstatement.

4. All the other terms and conditions of the policy shall apply in respect of any claim payable under this clause so far as they are able except that where claims are payable as if this clause had not been incorporated the sum(s) insured shall be limited to 115% of the declared value(s).

32B. Day one basis (adjustable)

The insurance by the item(s) indicated in the schedule is subject to the following.

1. The premium on each item has been calculated on the declared value calculated by you. "Declared value" shall mean your assessment of the cost of reinstatement of the property insured in a condition equal to but not better or more extensive than when new at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors which may operate subsequently) together with allowance if required for:
   a) the additional cost of reinstatement to comply with public authority requirements;
   b) professional fees; and
   c) debris removal costs.

2. At the beginning of each period of insurance, you shall notify us of the declared value of the property insured by each of the item(s). In the absence of such declaration, we will take the last amount declared by you as the declared value for the next period of insurance.

3. The premium calculated on the items is provisional. On expiry of each period of insurance, we will adjust the premium by 50% of the difference between:
   a) the provisional premium at the beginning of the period of insurance; and
   b) the premium calculated for the subsequent period of insurance based on the terms which have applied during the period under adjustment.

4. For the purpose of paragraph 3 of this clause only:
   a) if you cancel or do not renew the policy or any of the items, you shall tell us the declared value of the property insured by each of the item(s) which apply at the date of cancellation or non-renewal.
   b) if property has not been reinstated following damage, you shall tell us the declared value as though the property had not been damaged.
   c) if you do not tell us the declared value, we will charge an additional premium of up to 7.5% of the provisional premium.

5. Special conditions 2 and 4 of the Reinstatement clause are restated as follows.

2. If at the time of damage the declared value of the property covered by such item is less than the cost of the reinstatement at the inception of the period of insurance, then our liability for the damage shall not exceed that proportion which the declared value bears to the cost of reinstatement.

4. All the other terms and conditions of the policy shall apply in respect of any claim payable under this clause so far as they are able except that where claims are payable as if this clause had not been incorporated the sum(s) insured shall be limited to 102% of the declared value(s).

33. Foundations

In respect of any sum insured on buildings subject to any condition of average, those parts of the foundations and incombustible floors of buildings (other than machinery foundations) more than 8 cms below the level of floors of the lowest storeys (whether such floors constitute the flooring of the basements or otherwise) are excluded from this insurance except where they are within a radius of 60 cms around and below any structural column or similar superstructure support.

34. Metal workers

The insurance on general contents and stock applies to the premises:
   a) of any machine maker, engineer, founder or other metal worker;
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b) of any customer, agent, supplier or exhibition; or
c) of any sub-contractor
but not any premises occupied by you in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man subject to a limit overall of 10% of the sum(s) insured on these items or £100,000 whichever is the less.

35. Mortgagors
The act or neglect of any mortgagor or occupier of any building insured which increase the risk of damage without the authority or knowledge of any mortgagor shall not prejudice the interest of the latter party (parties) in this insurance as long as they notify us immediately on becoming aware of such increased risk and pay an additional premium if required.

36. Sprinkler installations and fire extinguishing appliances maintenance
We have given you a discount off the premium for this insurance because there are automatic sprinklers and fire extinguishing appliances installed on the premises and we hold details of these.

It is a condition precedent to our liability that you maintain both the automatic sprinklers and fire-extinguishing appliances in full working order at all times and you must
a) arrange a weekly test to check that the alarm gong is working and that the stop valves controlling the individual water supplies and the installation are fully open.
b) arrange quarterly or half-yearly tests if we require for the purpose of checking that each water supply is in order. You must record the results of each test.
c) arrange a weekly test to check the condition of the fire brigade connection and the batteries for each approved system for sending alarm signals from sprinkler installations to the fire brigade.
d) test every day (holidays excepted) to check the condition of the circuit between the alarm switch and the control panel.
e) remedy promptly any defect revealed by such tests.
Providing you do this, we agree we will not invalidate this policy because of any defect in any of the automatic sprinklers or appliances due to circumstances unknown to you or beyond your control.

37. Stock declaration
The insurance by the item(s) indicated in the schedule is subject to the following.

The first and annual premiums are provisional and at the end of each period of insurance the actual premium shall be calculated as follows.
a) You will tell us in writing as soon as possible the value of the property on the last day of each calendar month or each quarter as agreed with us. If you do not tell us, we shall take the maximum sum insured as the value declared.
b) At the end of each period of insurance the actual premium shall be calculated on the average amount insured i.e. the total of the values declared divided by the number of declarations. If the actual premium is greater than the first or annual premium paid, you shall pay us the difference. If it is less, we will refund the difference to you but only up to one third of the first or annual premium paid.

We will not reduce the sum insured by the amount of any loss as long as you pay the extra premium on the amount of the loss from the date it occurred to the date of the expiry of the period of insurance.
It is a condition precedent to our liability that every insurance on the property be identical in wording with this insurance.

38. Triennial valuation
You undertake to provide us at inception and every three years with the separate values of
a) buildings and general contents in each building or group of buildings which we classify as a separate risk.
b) stock in each building or group of buildings which we classify as a separate risk.
c) stock in the open (if insured) based on the figure in your last annual stocktaking.
We will revise the rate applied to the insurance if the figures you provide differ from those which we last used to calculate the average rate.

39. Fly-tipping
We will pay costs necessarily and reasonably incurred in clearing and removing any property illegally deposited in on or around the Premises provided that:
a) our liability shall not exceed £10,000 any one claim and £25,000 in the aggregate in respect of all claims in any one period of insurance
b) we shall not be liable for the amount of the excess shown in the schedule or £500 whichever is the greater
Section 1 - Material damage

Special conditions
(These apply only if stated in the schedule)

A. Intruder alarm
   It is a condition precedent to our liability in respect of damage that
   1. the alarmed premises are protected by the intruder alarm system whenever they are closed for business or left unattended.
   2. the intruder alarm system is maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company agreed with us.
   3. no alteration to or substitution of a) any part of the intruder alarm system;
      b) the procedures agreed with us for police or any other response to any activation of the intruder alarm system;
      or
      c) the maintenance contract shall be made without our written agreement.
   4. no structural alteration of or changes in the layout to the premises that could affect the operation of the intruder alarm system shall be made without our written consent.
   5. the alarmed premises shall not be left without at least one responsible person on them without our agreement a) unless the intruder alarm system is set in its entirety with the means of communication used to transmit signals in full operation; or
      b) if the police have withdrawn their response to alarm calls.
   6. all keys to the intruder alarm system are removed from the premises when they are left unattended;
   7. the keyholders will keep all codes for the operation of the intruder alarm system secret and will not leave details of them on the premises.
   8. you shall appoint at least two keyholders and lodge written details (which must be kept up to date) with the police and the alarm company who are contracted to maintain the alarm.
   9. if the intruder alarm system is activated or the communication signal interrupted then (unless alternative procedures have been agreed with us in writing) a keyholder will attend the premises as soon as reasonably possible following notification and will not leave without there being at least one responsible person on the premises until the provisions of paragraph 5 have been complied with.
10. in the event of you receiving any notice a) that police response to alarm signals/calls from the intruder alarm system may be withdrawn or the level of response reduced or delayed;
    b) from a local authority or magistrate imposing any requirements for abatement of a nuisance; or
    c) from the installing company or other such company as agreed by us that the intruder alarm system cannot be returned to or maintained in fully working order you shall advise us as soon as possible and in any event not later than 10.00 am on the next working day and comply with all our subsequent requirements.

Special provision
It is a condition precedent to our liability that before we agree the alarm specification and maintenance contract arrangements, you shall comply with all the requirements detailed above as if we had agreed the specification and maintenance arrangements.

B. Waste
   It is a condition precedent to our liability that all oily and/or greasy waste and used cleaning cloths which remain in the buildings overnight are kept in metal receptacles with metal lids and removed from the building at least once a week.

C. Waste
   It is a condition precedent to our liability that all combustible trade waste and refuse is removed from the buildings every night.

D. Waste
   It is a condition precedent to our liability that all combustible trade waste and refuse is swept up daily and kept in bags or bins and removed from the buildings at least once a week.

E. Waste
   It is a condition precedent to our liability that all sawdust, shavings and other refuse is removed from the buildings every night.

F. Waste
   It is a condition precedent to our liability that any combustible trade waste including oily and/or greasy wipes and cloths which remain in the buildings overnight are kept in metal receptacles having metal lids.

G. Fireproof doors
   It is a condition precedent to our liability that all fireproof doors and shutters are kept closed except during working hours and will be kept in efficient working order during the currency of this section.
Section 1 - Material damage

H. Portable space heater
It is a condition precedent to our liability that any portable space heater
a) is not sited in passageways and other places where it is liable to be overturned or subject to mechanical damage;
b) is not sited in areas where flammable atmospheres are habitually or intermittently present;
c) is not sited on combustible floors or surfaces; and
d) is kept clear of combustible materials and is provided with a guard to maintain a clear space of at least 1 metre around it.

I. Premises inspection
It is a condition precedent to our liability that
a) the buildings are examined at the end of each business day for smouldering matches, tobacco or other material;
b) the employee detailed to make the examination signs a daily report; and
c) the management checks these reports at least once a week.

J. Frying and cooking equipment
It is a condition precedent to our liability that
1. any frying range together with the connecting flue pipe be securely fixed and well clear of or protected from contact with woodwork or other combustible materials.
2. the equipment is fitted with a thermostat which will prevent the temperature of oil or fat exceeding 205 degrees Celsius (401 degrees Fahrenheit).
3. all extraction hoods, canopies, filters and grease traps are cleaned at least once a week.
4. all extraction ducts are cleaned at least once every three months.
5. any range and extraction equipment are cleaned and serviced at least annually by a qualified contractor.
6. crackling oily and greasy waste and cloths are removed from the building at the close of each business day.
7. the following are kept near the frying equipment and maintained in efficient working order.
   a) A fire blanket; and
   b) a portable fire extinguisher either foam (9 litres), carbon dioxide (2kgs), dry powder (4.5kgs) or wet chemical (6 litres).

Exclusions
This section does not cover

1. Marine policies
Damage to property which is insured by or would but for the existence of this insurance be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

2. Pollution and contamination
Damage caused by pollution.
However, we will cover damage to the property insured caused by
a) pollution which itself results from any cover insured (other than cover 10); or
b) any cover insured (other than cover 10) which itself results from pollution provided it is not otherwise excluded.

3. Consequential loss
Consequential loss of any kind except loss of rent when such loss is included in the cover under this section.
Section 2 – Business interruption

Definitions
The following words will have the same meaning wherever they appear in this section of the policy or in the schedule relating to this section. To help identify these words they will appear in bold in the section wording.

Note 1
To the extent that you are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of such tax.

Note 2
For the purpose of these definitions any adjustment implemented for current cost accounting shall be disregarded.

Buildings
See Section 1 - Material damage.

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.

Customers
The companies, organisations or individuals with whom, at the time of the incident, you have contracts or trading relationships to supply goods or services.

Incident
Damage to property used by you at the premises for the purpose of the business.

Indemnity period
The period beginning with the occurrence of the incident and ending not later than the maximum indemnity period thereafter during which the results of the business shall be affected in consequence of the incident.

Maximum indemnity period
As stated in the schedule.

Other property
Any other items of property not specifically insured which you have advised to us and we have specified on the schedule.

Insuring clause
If any building or other property used by you at the premises for the purpose of the business suffers damage by any of the covers specified in the schedule and there is a consequential loss, we will pay you in respect of each item in the schedule the amount of the loss provided that

1. at the time of the happening of the damage there is in force an insurance covering your interest in the property at the premises against such damage and that
   a) payment has been made or liability admitted; or
   b) payment would have been made or liability admitted but for the operation of a clause in such insurance excluding liability for losses below a specified amount.

2. our liability under this section shall not exceed
   a) in the whole the total sum insured or in respect of any item its sum insured or any other limit of liability stated in schedule at the time of the damage.
   b) the sum insured remaining after deduction for any other consequential loss occurring during the same period of insurance unless we have agreed to reinstate any such sum insured.

Covers

1. Fire, lightning and explosion but not consequential loss caused by
   i) earthquake, subterranean fire, riot, civil commotion.
   ii) its undergoing any heat process or any process involving the application of heat.
   iii) explosion of non – domestic steam pressure machinery or equipment under your control.

2. Aircraft or other aerial devices or articles dropped from them but not consequential loss caused by
   i) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
   ii) fire.
3. Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons but not consequential loss arising from
   i) confiscation, requisition or destruction by order of the government or any public authority.
   ii) stopping work.
   iii) fire caused by strikers, locked out workers or persons taking part in labour disturbances or malicious persons.
   iv) theft or attempted theft directly caused by malicious persons to any building which is unoccupied or not in use for more than 30 days.

4. Earthquake or subterranean fire.

5. Storm but not consequential loss
   i) caused by lightning, frost, subsidence, ground heave or landslip.
   ii) in respect of movable property in the open, fences and gates.

6. Flood but not consequential loss
   i) attributable solely to change in the water table level.
   ii) caused by lightning, frost, subsidence, ground heave or landslip.
   iii) in respect of movable property in the open, fences and gates.

7. Escape of water from any tank, apparatus or pipe but not consequential loss
   i) by water discharged or leaking from any automatic sprinkler installation.
   ii) in respect of any building which is unoccupied or not in use for more than 30 days.

8. Accidental escape of water from any automatic sprinkler installation in the premises but not consequential loss caused by
   i) freezing whilst the building is unoccupied or not in use for more than 30 days.
   ii) explosion, earthquake, subterranean fire or heat caused by fire.

9. Impact by any road vehicle or animal.

10. Accidental damage but not consequential loss caused by
    i) any of the covers specified above.
   a) exclude consequential loss caused by subsequent damage so long as it is not excluded above.
   b) inherent vice, latent defect, gradual deterioration, wear and tear, faulty or defective design or materials.
   c) faulty or defective workmanship, operational error or omission on the part of you or any employee but this shall not include subsequent consequential loss which itself results from a cause not otherwise excluded.
   d) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects.
   e) change in temperature, colour, flavour, texture or finish.
   f) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.
   g) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any steam and feed piping connected to them.
   h) mechanical, electronic, electrical or computer breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates but this shall not exclude subsequent consequential loss so long as it is not excluded above.
   i) pollution.
   j) normal settlement or bedding down of new structures.
   k) acts of fraud or dishonesty.
   l) disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
   m) damage to a building or structure caused by its own collapse or cracking.
   n) any process of production, packing, treatment, testing, commissioning, servicing or repair.
   o) nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority.
   p) consequential loss in respect of movable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust.
   q) vehicles licensed for road use (including accessories) caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
   r) property or structures in course of construction or erection and materials or supplies in connection with this
Section 2 – Business interruption

other than internal alterations or refurbishments not more specifically insured under a contract works policy.

d) glass.

11. a) Glass breakage at the premises all being plain sheet or plain plate glass unless stated otherwise in the schedule including the cost of boarding up and any lettering and artwork.

b) Damage to
   i) the contents of display windows;
   ii) windows and doorframes, vitrolite, marble, marmerile and similar materials, intruder alarm foils and other detection devices and circuits;
   iii) electric light fittings; or
   iv) neon and illuminated signs
   as a direct result of glass breakage as defined under paragraph 11a) provided that our liability shall not exceed £10,000 in total.

12. Breakage of fixed sanitaryware but not breakage or consequential loss
   i) in vehicles, vending machines or to stock in trade.
   ii) in any building which is unoccupied or not in use for more than 30 days unless specifically agreed by us.
   iii) in transit or while being fitted.
   iv) due to settlement, expansion or contraction of frames or fittings in buildings under construction and during a period of six months after the date of completion.
   v) existing before the start of the period of insurance.
   vi) of neon and illuminated signs and electric light fittings.
   vii) by wear and tear, gradual deterioration, mechanical or electrical breakdown or removal from the fixed position other than by theft or attempted theft.
   viii) of bulbs or tubes unless the signs or fittings are also damaged.
   ix) caused by fire or explosion.

13. Theft or attempted theft but not consequential loss
   i) which does not involve
      a) entry to or exit from a building by forcible and violent means; or
      b) actual or threatened assault or violence.
   ii) from any part of the building not occupied by you for the purpose of the business.
   iii) from the open or from any outbuilding not communicating with the main building unless otherwise specified.
   iv) to property in transit.
   v) to money and securities of any description.

14. Subsidence, ground heave or landslip of any part of the site on which the property stands but not consequential loss
   i) to yards, carparks, roads, pavements, walls, gates and fences unless also affecting the structure of a building.
   ii) caused by
      a) normal settlement or bedding down of new structures.
      b) settlement or movement of made up ground.
      c) coastal or river erosion.
      d) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe.
   iii) which originated before the inception of this cover.
   iv) resulting from
      a) demolition, construction, structural alteration or repair of any property; or
      b) groundwork or excavation
      at the same premises.

Special condition applicable to cover 14
a) You must notify us immediately you become aware of any demolition, groundwork or construction being carried out on any adjoining site.

b) We shall then have the right to vary the terms or cancel this cover.
Section 2 – Business interruption

Clauses

1. **Alteration**
The insurance by this section shall be avoided if
   a) the business is wound up, carried on by a liquidator or permanently discontinued; or
   b) your interest ceases otherwise than by death
   at any time after the commencement of this insurance unless we agree it may continue.

2. **Automatic reinstatement after loss**
The sums insured stated in the schedule will not be reduced by the amount of any claim unless we or you give written notice to the contrary. However, you must pay the additional premium required to reinstate the sum insured.

3. **Departments**
If the business is conducted in departments and their trading results can be calculated separately, clauses a) and b) of the item on gross profit or revenue shall apply separately to each department affected.

4. **Payments on account**
Payments on account will be made at our discretion during the indemnity period if desired.

5. **Prevention of access**
Consequential loss as a result of damage to property near the premises which prevents or hinders the use of the premises or access to them shall be deemed to be an incident, provided that our liability in respect of any one occurrence does not exceed the total of the sum insured (or 133.33% of the estimated amounts) or any limit of liability shown in the schedule.

6. **Utilities**
Consequential loss as a result of the accidental failure of the supply of electricity, gas or water at the premises or at the premises of any supply undertaking or as a result of damage to any of their pipes, stopcocks, meters, cabling and the like at the premises shall be deemed to be an incident, provided that our liability under this clause in respect of any one occurrence does not exceed the sum insured (or 133.33% of the estimated amount) shown in the schedule.

This extension does not cover consequential loss
   i) brought about by the deliberate act of any supply authority, by the exercise of any such authority of its power to withhold or restrict supply or by drought; or
   ii) following any failure which does not involve a total cessation of supply for at least 30 minutes.

7. **Suppliers and customers**
Consequential loss as a result of damage at any customer’s or supplier’s premises within member countries of the European Union, Norway, Switzerland and Iceland shall be deemed to be an incident, provided that our liability under this clause shall not exceed 10% of the sum insured (or 133.33% of the estimated amount) shown in the schedule or £250,000 whichever is the less.

8. **Temporary removal**
Consequential loss as a result of damage
   a) at any premises not occupied but used by you solely for storage purposes; or
   b) to computer systems, other records, machinery and plant (but not motor vehicles) removed for cleaning, renovation, repair or other similar purposes, patterns, models, moulds, plans and designs whilst temporarily removed from the premises and in transit by road, rail or inland waterway to and from the premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man shall be deemed to be an incident, provided that our liability shall not exceed 15% of the total of the sums insured (or 133.33% of the estimated amount) or £250,000 whichever is the less.

9. **Removal of computer disks and tapes condition**
It is a condition precedent to liability in respect of any claim for damage to computer disks, tapes or other recording materials (excluding paper records) under this policy that copies of all computer disks, tapes or other recording materials are made each day and the copies removed from the premises and kept at a secure location on a daily basis.

10. **Murder, disease or public health closure**
Loss resulting from interruption of, or interference with, the business by
   a) murder, suicide or serious crime at the premises,
   b) contagious or infectious human disease (excluding acquired immune deficiency syndrome (Aids) or an Aids related condition), an outbreak of which a competent public authority has stipulated shall be notified to them, manifested by any person whilst at the premises or within a 25 mile radius of it;
   c) closure, in whole or in part, of the premises by a competent public authority following defects in drains or other sanitary arrangements at the premises; or
   d) food or drink poisoning contracted at the premises shall be deemed to be an incident, provided that our liability under this extension in respect of each and every claim shall not exceed the sum insured stated in respect of this sub section in the schedule or £100,000 whichever is the less.

11. **Additional expenses - employees’ lottery win**
We will indemnify you in respect of any additional expense you incur to prevent or limit a reduction in income during the indemnity period due to an employee or group of employees resigning from their posts within your business as a direct consequence of their securing a win in a lottery, including but not limited to:

a) recruitment and additional overtime costs; and
b) the cost of employing temporary staff for amounts in excess of permanent full time rates of payment.

We will not indemnify you unless:

a) the employee or group of employees resign within fourteen days from the date of the successful lottery win; and
b) the amount won by any one employee is not less than £100,000.

We will not pay under this extension more than £50,000 in any one period of insurance.

For the purposes of this extension only:

1. Indemnity period means the period during which the business results are affected due to an employee or group of employees resigning from their posts within your business as a direct consequence of their securing a win in a lottery, starting from the date of their first departure.
2. Maximum indemnity period means one month.
3. Lottery means:
   a) UK National Lottery prize draws including scratchcards.
   b) UK National Football Pools (Littlewoods and Vernons).
   c) Euro Millions lottery.
   d) Irish National lottery.
   e) UK Premium Bond prize draws.

Optional clauses
(These apply only if stated in the schedule)

12. Contract sites
    Consequential loss as a result of damage at any site in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man which you do not occupy but where you are carrying out a contract shall be deemed to be an incident provided that our liability under this clause in respect of any one occurrence shall not exceed:
    a) the percentage of the total sum insured (or 133.33% of the estimated amount); or
    b) the amount shown in the schedule as the limit.

13. Specified customers
    Consequential loss as a result of damage at the premises of customers detailed in the schedule shall be deemed to be an incident provided that our liability under this clause in respect of any one occurrence shall not exceed:
    a) the percentage of the total sum insured (or 133.33% of the estimated amount); or
    b) the amount shown in the schedule as the limit.

14. Specified suppliers
    Consequential loss as a result of damage at the premises of suppliers detailed in the schedule shall be deemed to be an incident provided that our liability under this clause in respect of any one occurrence shall not exceed:
    a) the percentage of the total sum insured (or 133.33% of the estimated amount); or
    b) the amount shown in the schedule as the limit.

15. Transit
    Consequential loss as a result of damage to your property whilst in transit by road, rail or inland waterway in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man shall be deemed to be an incident provided that our liability under this clause in respect of any one occurrence shall not exceed:
    a) the percentage of the total sum insured (or 133.33% of the estimated amount); or
    b) the amount shown in the schedule as the limit.

    We shall not be liable for any loss arising from delay or loss of use of the conveying road or rail vehicle or waterborne craft.

Exclusion

1. Pollution and contamination
    We shall not be liable for loss resulting from pollution.
    However, we will cover consequential loss caused by:
    a) pollution which itself results from any cover insured (other than cover 10); or
    b) any cover insured (other than cover 10) which itself results from pollution provided it is not otherwise excluded.
Section 2 – Business interruption

Appendix A – Gross profit (declaration-linked basis)

Additional definitions
The following words will have the same meaning wherever they appear in this section or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording.

Notes
1. To the extent that you are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of it.
2. For the purpose of these definitions any adjustment implemented for current cost accounting shall be disregarded.

Annual turnover
The turnover during the twelve months immediately before the date of the incident.

Estimated gross profit
The amount you declare to us as representing the gross profit which you anticipate will be earned by the business during the financial year most nearly concurrent with the period of insurance (proportionately increased where the maximum indemnity period exceeds twelve months).

Gross profit
The amount of the turnover (net of discounts allowed), closing stock and work in progress less the amount of the opening stock, work in progress and specified working expenses.

N.B. For the purpose of this definition gross profit is as defined but the words and expressions used shall (subject to Note 2 above) have the meaning attached to them in your usual accounting methods, due provision being made for depreciation of stock and work in progress.

Limit of liability
133.33% of the estimated gross profit stated in the schedule and 100% of the sums insured on other items. Our liability shall not be reduced by the amount of any loss as long as you agree to pay the appropriate additional premium for such automatic reinstatement of cover.

Rate of gross profit
The rate of gross profit earned on the turnover during the financial year immediately before the date of the incident.

Specified working expenses
a) 100% of purchases (less discounts received).
b) 100% of discounts allowed.
c) 100% of bad debts written off.

Standard turnover
The turnover during that period in the twelve months immediately before the date of the incident which corresponds with the indemnity period. We will adjust the figures as necessary to provide for the trends or special circumstances affecting the business before or after the incident or which would have affected the business had the incident not occurred.

Turnover
The money paid or payable to you for goods sold or delivered and for services rendered in course of the business at the premises.

Claims - basis of settlement
The insurance by this item is limited to loss of gross profit not exceeding the limit of liability due to
a) reduction in turnover; and
b) increase in cost of working

and the amount payable as indemnity shall be

1. in respect of reduction in turnover, the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall in consequence of the incident fall short of the standard turnover

2. in respect of increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which but for that expenditure would have taken place during the indemnity period in consequence of the incident but not exceeding the total of
   a) the sum produced by applying the rate of gross profit to the amount of reduction thereby avoided; plus
   b) 25% of the sum insured by this item (but not more than £250,000)
Section 2 – Business interruption

Less any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of gross profit as may cease or be reduced in consequence of the incident.

Additional increased cost of working (if insured) is limited to additional expenditure in consequence of the incident in excess of the amount recoverable under clause b) above, necessarily and reasonably incurred to maintain the business during the indemnity period.

Memoranda

1. Alternative premises
   If during the indemnity period goods are sold or services carried out elsewhere than at the premises for the benefit of the business either by you or by others on your behalf, we shall take into account the money paid or payable for such sales or services in arriving at the turnover during the indemnity period.

2. Professional accountants
   We will pay for professional accountants’ charges you reasonably incur for producing and certifying any particulars, details, information or evidence that we may require under the terms of the claims conditions, provided that the amount payable under this memorandum together with the amount otherwise payable under this section does not exceed the limit of liability.

3. Renewal
   You shall before each renewal tell us the estimated gross profit for the financial year most nearly concurrent with the next period of insurance.

4. Premium adjustment
   The first and annual premiums for gross profit are provisional and are based on the estimated gross profit for the financial year most nearly concurrent with the period of insurance.

   Within six months of the expiry of each period of insurance, you shall give us a declaration of the gross profit earned during the financial year most nearly concurrent with the period of insurance as confirmed by your auditors.

   If any incident has occurred giving rise to a claim for loss of gross profit, we shall increase the declaration for the purpose of premium adjustment by the amount by which the gross profit was reduced during the financial year solely in consequence of the incident.

   If the declaration (adjusted as above and proportionately increased where the maximum indemnity period exceeds twelve months) a) is less than the estimated gross profit for the relative period of insurance, we will allow a pro rata return of premium not exceeding 50% of such premium.

   b) is greater than the estimated gross profit for the relative period of insurance, you shall pay a pro rata additional premium.

5. Uninsured standing charges
   If any standing charges of the business are not insured by this section (having been deducted in arriving at the gross profit), then in calculating the amount recoverable as increase in cost of working that proportion only of any additional expenditure shall be brought into account which the gross profit bears to the sum of the gross profit and the uninsured standing charges.
Appendix B – Gross revenue (declaration-linked basis)

Additional definitions
The following words will have the same meaning wherever they appear in this section or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording.

Notes
1. To the extent that you are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of it.
2. For the purpose of these definitions any adjustment implemented for current cost accounting shall be disregarded.

Annual revenue
The revenue during the twelve months immediately before the date of the incident.

Estimated revenue
The amount you declare to us as representing the revenue which you anticipate will be earned by the business during the financial year most nearly concurrent with the period of insurance (proportionately increased where the maximum indemnity period exceeds twelve months).

Limit of liability
133.33% of the estimated revenue stated in the schedule and 100% of the sums insured by other items.
Our liability shall not be reduced by the amount of any loss as long as you agree to pay the appropriate additional premium for such automatic reinstatement of cover.

Revenue
The money paid or payable to you in respect of the work done or services rendered in the course of the business.

Standard revenue
The revenue during that period in the twelve months immediately before the date of the incident which corresponds with the indemnity period. We will adjust the figures as necessary to provide for the trends or special circumstances affecting the business before or after the incident or which would have affected the business had the incident not occurred.

Claims - basis of settlement
The insurance by this item is limited to loss of revenue not exceeding the limit of liability due to
a) reduction in revenue; and
b) increase in cost of working
and the amount payable as indemnity shall be
1. in respect of reduction in revenue the amount by which the actual revenue during the indemnity period shall in consequence of the incident fall short of the standard revenue
2. in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in revenue which but for that expenditure would have taken place during the indemnity period in consequence of the incident but not exceeding the total of
   a) the amount of reduction in revenue thereby avoided; plus
   b) 25% of the sum insured by this item (but not more than £250,000)
less any sum saved during the indemnity period in respect of such charges and expenses of the business payable out of revenue as may cease or be reduced in consequence of the incident.

Additional increased cost of working (if insured) is limited to additional expenditure in consequence of the incident in excess of the amount recoverable under clause b) above necessarily and reasonably incurred to maintain the business during the indemnity period.

Memoranda
1. **Alternative premises**
If during the indemnity period goods are sold or services carried out elsewhere than at the premises for the benefit of the business either by you or by others on your behalf, we shall take into account the money paid or payable for such sales or services in arriving at the revenue during the indemnity period.
Section 2 – Business interruption

2. **Professional accountants**
   We will pay for professional accountants’ charges you reasonably incur for producing and certifying any particulars, details, information or evidence that we may require under the terms of the claims conditions provided that the amount payable under this memorandum together with the amount otherwise payable under this section does not exceed the limit of liability.

3. **Renewal**
   You shall before each renewal tell us the estimated revenue for the financial year most nearly concurrent with the next period of insurance.

4. **Premium adjustment**
   The first and annual premiums for revenue are provisional and are based on the estimated revenue for the financial year most nearly concurrent with the period of insurance.

   Within six months of the expiry of each period of insurance, you shall give us a declaration of the revenue earned during the financial year most nearly concurrent with the period of insurance as confirmed by your auditors.

   If any incident shall have occurred giving rise to a claim for loss of revenue, we shall increase the declaration for the purpose of premium adjustment by the amount by which the revenue was reduced during the financial year solely in consequence of the incident.

   If the declaration (adjusted as provided above and proportionately increased where the maximum indemnity period exceeds twelve months)
   a) is less than the estimated revenue for the relative period of insurance, we will allow a pro rata return of premium not exceeding 50% of such premium.
   b) is greater than the estimated revenue for the relative period of insurance, you shall pay a pro rata additional premium.
Section 2 – Business interruption

Appendix C – Additional cost of working

Claims - basis of settlement

The insurance by this item is limited to additional cost of working due to additional expenditure and costs necessarily and reasonably incurred in order to minimise any interruption or interference with the business during the indemnity period but not exceeding the sum insured stated in the schedule.

Memorandum

1. Professional accountants
   We will pay for professional accountants' charges you reasonably incur for producing and certifying any particulars, details, information or evidence that we may require under the terms of the claims conditions provided that the amount payable under this memorandum together with the amount otherwise payable under this section does not exceed the sum insured.
Appendix D – Rent receivable

Additional definitions
The following words will have the same meaning wherever they appear in this section or in the schedule relating to this section. To help identify these words they will appear in bold in the section wording.

Notes
1. To the extent that you are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of it.
2. For the purpose of these definitions any adjustment implemented for current cost accounting shall be disregarded.

Annual rent receivable
The rent receivable during the twelve months immediately before the date of the incident.

Rent receivable
The money paid or payable to you for accommodation and services provided in course of the business at the premises.

Standard rent receivable
The rent receivable during that period in the twelve months immediately before the date of the incident which corresponds with the indemnity period.
We will adjust the figures as necessary to provide for trends or special circumstances affecting the business before or after the incident or which would have affected the business had the incident not occurred.

Claims - basis of settlement
The insurance by this item is limited to loss of rent receivable not exceeding the sum insured stated in the schedule due to

a) loss of rent receivable, and
b) increase in the cost of working

and the amount payable as indemnity shall be

1. in respect of loss of rent receivable, the amount by which the rent receivable during the indemnity period shall in consequence of the incident fall short of the standard rent receivable
2. in respect of increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in rent receivable which but for that expenditure would have taken place during the indemnity period in consequence of the incident but not exceeding the reduction in rent receivable thereby avoided

less any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of rent receivable as may cease or be reduced in consequence of the incident.

However, if the sum insured by this item is less than the annual rent receivable (proportionately increased where the maximum indemnity period exceeds twelve months) the amount payable shall be proportionately reduced.

Memoranda

1. Alternative trading clause
If during the indemnity period you or others on your behalf provide accommodation or services elsewhere than at the premises for the benefit of the business, we shall take into account the money paid or payable for such accommodation or services in arriving at the rent receivable during the indemnity period.

2. Professional accountants
We will pay for professional accountants’ charges you reasonably incur for producing and certifying any particulars, details, information or evidence that we may require under the terms of the claims conditions provided that the amount payable under this memorandum together with the amount otherwise payable under this section does not exceed the sum insured.

3. Return of premium
If the rent receivable earned (proportionately increased where the maximum indemnity period exceeds twelve months) during the accounting period of twelve months most nearly concurrent with any period of insurance as certified by your auditors is less than the sum insured, we will make a pro rata return of premium not exceeding 50% of the premium paid on such sum insured for such period of insurance. If any incident shall have occurred giving rise to a claim under this section, the return of premium shall be made in respect only of so much of the difference as is not due to the incident.
Appendix E – Research expenditure

Additional definitions
The following words will have the same meaning wherever they appear in this section or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording.

Notes
1. To the extent that you are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of it.
2. For the purpose of these definitions any adjustment implemented for current cost accounting shall be disregarded.

Annual research expenditure
The aggregate amount of the **research expenditure** incurred during the twelve months immediately before the date of the **incident**.

We will adjust the figures as necessary to provide for trends or special circumstances affecting the **business** before or after the **incident** or which would have affected the **business** had the **incident** not occurred.

Insured amount per week
One-fiftieth part of the **research expenditure** incurred during the financial year immediately before the date of the **incident**.

Research expenditure
The total expenditure on research by you at the **premises** less the relative cost of raw materials consumed.

Claims - basis of settlement
The insurance by this item is limited to the loss sustained by you in respect of
a) **research expenditure** and
b) increase in cost of working

and the amount payable as indemnity shall be

1. in respect of **research expenditure**, for each working week in the **indemnity period** during which the activities of the **business** are in consequence of the **incident**
   a) totally interrupted or totally given over to the re-working of projects affected by the **incident** the **insured amount per week**;
   or
   b) partially interrupted or partially given over to the re-working of projects affected by the **incident**, an equitable proportion of the **insured amount per week** based upon the time rendered ineffective because of the **incident**

2. in respect of increase in cost of working, the additional expenditure necessarily and reasonably incurred solely in consequence of the **incident** in order to minimise the interruption but the amount payable under this heading shall not exceed the additional amount that would have been payable under paragraph 1 above for loss of **research expenditure** if no such increase in cost of working had been incurred

less any sum saved during the **indemnity period** in respect of such of **research expenditure** as may cease or be reduced in consequence of the **incident**.

However, if the sum insured by this item is less than the **annual research expenditure** (proportionately increased where the maximum **indemnity period** exceeds twelve months) the amount payable under paragraphs 1 and 2 above shall be proportionately reduced.
Section 2 – Business interruption

Appendix F – Loss of book debts

Additional definitions
The following words will have the same meaning wherever they appear in this section or in the schedule relating to this section. To help identify these words they will appear in bold in the section of the wording.

Notes
1. To the extent that you are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of it.
2. For the purpose of these definitions any adjustment implemented for current cost accounting shall be disregarded.

Book debts
The financial amounts due to you but not yet paid in respect of goods or services supplied by you to customers on a credit or hire purchase basis and for which they have accepted delivery.

Outstanding debit balances
Where there are monthly declarations, the total declared under the last statement adjusted for
a) bad debts;
b) amounts debited (or invoiced but not debited) and credited to customer accounts in the period between the date to which the statement applied and the date of damage; and
c) any abnormal trade condition which had or could have a material effect on the business
OR
A reasonable estimate of the total outstanding debits at the date of the damage after adjustment for bad debts and as agreed between you and us provided that this estimate does not exceed 75% of the sum insured as set out in the schedule.

Claims - basis of settlement
The insurance by this item is limited to the loss not exceeding the sum insured sustained by you in respect of
a) loss of book debts; and
b) additional expenditure

and the amount payable as indemnity shall be

1. in respect of loss of book debts, the amount of total outstanding debit balances less the total of amounts of outstanding debit balances traced or received.
2. in respect of additional expenditure, the amount necessarily and reasonably incurred solely in consequence of the incident in order to trace and establish the amount of customer debit balances but the amount payable under this heading shall not exceed the additional amount that would have been payable under a) for loss of book debts if no such increase in additional expenditure had been incurred.

Memoranda

1. Professional accountants
We will pay for professional accountants’ charges you reasonably incur for producing and certifying any particulars, details, information or evidence that we may require under the terms of the claims conditions provided that the amount payable under this memorandum together with the amount otherwise payable under this section does not exceed the sum insured.

2. Declaration
Within 30 days of the end of each calendar month, you will advise us in writing of the total amount of outstanding debit balances as shown in your accounts. If you do not advise us, we shall take the maximum sum insured as the total amount declared. At the end of each period of insurance the actual premium shall be calculated on the average amount insured i.e. the total of the amounts declared divided by the number of declarations. If the actual premium is greater than the first or annual premium paid, you shall pay us the difference. If it is less we will refund the difference to you but only up to one half of the first or annual premium paid.

3. Automatic reinstatement
We will not reduce the sum insured by the amount of any loss as long as you pay the extra premium on the amount of the loss from the date it occurred to the date of the expiry of the period of insurance.

Special condition
It is a condition precedent to our liability that
a) your books of account and other business books or records in which you record customer accounts are kept in fire resisting safes or cabinets when not in use; and
b) you must calculate the total of outstanding customers’ accounts every month and keep a record of each month’s total (including back-up copies of computer data) in a place other than at the premises.
Appendix G - Loss of Liquor licence Extension (operative if shown as insured on the policy schedule)

In the event of the forfeiture suspension or withdrawal of the licence in force in respect of the premises we will pay to you:

A. the loss of gross profit and the amount payable as indemnity shall be the aggregate of
   i. Shortage in turnover less turnover from alternative trading multiplied by the rate of gross profit
   ii. Additional Expenditure less Savings in Costs

B. the reduction in the value of the premises if the Insured is unable to obtain a licence for a period of twelve months from the date of the forfeiture suspension or withdrawal of the licence and the Insured sells the premises

but not exceeding in respect of any loss £100,000 or any other limit of liability stated in the Schedule.

Exclusions
We shall not be liable for loss arising from

1. such refusal to renew a licence as entitles you to claim compensation under any Statute
2. a) actual or proposed compulsory acquisition of the premises
   b) any scheme of town or country planning improvement or redevelopment
   c) redistribution reduction in number or extinguishment of licences as a result of war damage whether such loss be direct or indirect.
3. alteration after the commencement of the period of insurance of the law governing the grant surrender renewal suspension forfeiture withdrawal or transfer of licences unless we confirm in writing that the insurance will apply after such alteration.
4. failure
   a) other than for good cause to keep open the premises during the permitted hours
   b) to comply with any direction or requirement of the licensing justices or other authority
   c) to maintain the premises in good sanitary and general repair.
5. refusal to renew or forfeiture of licence occasioned wholly or in part by any act or omission by you or by your failure to take all reasonable action to maintain the licence in force.
6. the removal suspension or failure to grant or renew any late night afternoon or morning extension of the standard opening hours (England and Wales) or Permitted Hours as defined in Section 53 of the Licensing (Scotland) Act 1976 unless such removal suspension or failure to grant or renew is ancillary to the licence being removed suspended or not renewed.

Definitions
Licence
The Justices Licence from time to time in force in respect of the Premises (England and Wales) or the licence granted pursuant to the Licensing (Scotland) Act 1976.

Turnover
The money paid or payable to you for goods sold and delivered and for services rendered in course of the business at the premises.

Indemnity period
The period beginning with the loss of the licence and ending not later than twelve months thereafter during which the results of the business shall be affected in consequence of the loss of licence provided that if the premises are disposed of within twelve months after the loss of licence the indemnity period shall terminate upon disposal.

Shortage in turnover
The amount by which the turnover during the indemnity period shall in consequence of the forfeiture suspension or withdrawal of the licence fall short of the turnover which but for the loss of licence would have been achieved during the indemnity period.

Turnover from alternative trading
The money paid or payable for goods sold and delivered and for services rendered during the indemnity period elsewhere than at the premises either by or on your behalf for the benefit of the business.

Gross profit
The amount by which the sum of the amounts of the turnover and closing stock shall exceed the sum of the amounts of the uninsured working expenses and opening stock.
(Please note that the amounts of the opening and closing stocks shall be arrived at in accordance with your normal accountancy methods due provision being made for depreciation The words and expressions used in the definition of uninsured working expenses shall have the meaning usually attached to them in the books and your accounts).

Rate of gross profit
The rate which but for the loss of licence gross profit would have borne to turnover during the indemnity period subject to the other circumstances clause.

Additional expenditure
The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the shortage in turnover which would have occurred but for that expenditure but not exceeding the reduction in gross profit thereby avoided.
Savings in costs
Any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of gross profit as may cease or be reduced in consequence of the loss of licence.

Uninsured working expenses
Purchases and discounts relative thereto and bad debts.

Special Provisions
1. To the extent that you are accountable to the tax authorities for Value Added Tax all terms in this insurance shall be exclusive of such tax
2. For the purpose of the definitions contained in this insurance any adjustment implemented in current cost accounting shall be disregarded
3. Other Circumstances Clause - in arriving at any figure subject to this clause regard shall be taken of the trend of the business and of all circumstances that affected the business either before or after the loss of licence or which would have affected the business had the loss of licence not occurred
4. Professional Accountants' Charges - We will pay the reasonable charges payable by you to their professional accountants for producing information required by us under the terms of the Claims Conditions and for reporting that such information is in accordance with your accounts.

Special Conditions
1. The Duties of the Insured
   You shall give us written notice within forty-eight hours of receiving information whether oral or written that
   a) any notice caution or complaint has been given or made against the premises or the tenant manager occupier or licence holder or that such person has been summoned or charged with or convicted of or committed for trial for any offence whatsoever
   b) an application for renewal is to be opposed or that its consideration is adjourned or referred to the compensation authority or the licence holder is required to give any undertaking or structural alterations are required
   c) the licence holder has died become bankrupt absconded or been rendered incapable by sickness or other infirmity of carrying on business.
2. Claims
   Notwithstanding Claims Condition 2 of this policy you shall give us written notice within twenty-four hours of the forfeiture suspension or refusal to renew any licence or of any event likely to prejudice the licence coming to your knowledge stating (as far as you are able) the grounds on which any order was made or the particulars of such event and we shall be entitled to appeal in the your name against any such refusal to renew forfeiture or suspension and shall have full discretion in the conduct of any proceedings You shall give us all such assistance as we may require.
3. Alterations
   No alteration to the premises shall be made without the sanction of the licensing and other competent authorities and no application shall be made for the removal of the licence to other premises nor shall any offer be made to surrender or discontinue any licence without our written consent. You shall from time to time give all such information as we may require for any purpose connected with this insurance and the risk hereby insured against and any of our duly authorised representatives may at all reasonable times enter and inspect the premises.
4. Our rights
   We shall exercise against the tenant manager or occupier of any premises and the licence holder all rights powers and privileges which you may be entitled so to exercise and which may be calculated to protect any licence against loss or to protect your interest. You shall make all such applications including application to the Magistrates Court for a protection order and generally do all such acts or things which you may be entitled to do under the Licensing Acts or otherwise and which are calculated or intended to prevent the loss of any licence by non-renewal forfeiture or suspension. In the event of the death bankruptcy or incapacity of any tenant manager occupier or licence holder or if any such person shall abscond or be convicted of any offence you shall procure a suitable person to replace him and forthwith make application for the transfer of the licence or grant of the licence by way of renewal to such other person.
Section 3 – Money

Part 1 – Loss of money

Definitions
The following words will have the same meaning wherever they appear in this section or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording.

Alarmed premises
The premises or those parts of the premises protected by the intruder alarm system.

Business hours
The usual working hours (including overtime) during which you or your employees entrusted with money are on the premises for the purpose of the business.

Estimated annual amount of money
Money excluding stamped National Insurance Cards, crossed cheques, crossed bankers drafts, crossed warrants, National savings certificates, premium savings bonds, franking machine impressions, credit company sales vouchers and VAT invoices.

Intruder alarm system
The component parts including the means of communication used to transmit signals detailed in the alarm specification agreed by us.

Keyholder
You or any responsible person or keyholding company you authorise
1. to accept notification of faults or alarm signals relating to the intruder alarm system; and
2. to attend and allow access to the premises.
At least one keyholder must be available at all times.

Limits any one loss
As stated in the schedule in respect of the following.
1. Stamped national insurance cards, crossed cheques (including crossed giro cheques and drafts but excluding pre-signed blank cheques) crossed money orders, crossed postal orders, crossed bankers draft, crossed warrants, national savings certificates, premium savings bonds, unused units in franking machines, credit company sales vouchers and VAT invoices.
2. Money other than as described in item 1 not contained in locked safes
   a) in your premises outside business hours.
   b) in the private houses of your principals or authorised employees or the premises of solicitors or authorised agents to the extent that money is not otherwise insured.
   c) in the custody of collectors for twenty four hours from the time of receipt or until the next working day whichever is the later.
3. Money other than as described in item 1 from locked safes outside business hours. We shall not be liable for loss of money from any safe or strongroom not listed in the schedule above a limit of £1,500 in total.
4. Any other loss of money other than as described in item 1 insured by this section.

Responsible person
You or any person you authorise to be responsible for the security of the premises.

Insuring clause
We will indemnify you in respect of the following.
1. Loss of or damage to money, your property or for which you are responsible, in the course of the business up to the limit any one loss stated in the schedule
   a) in transit.
   b) in the custody of collectors for twenty four hours from time of receipt or until the next working day whichever is the later.
   c) on sites of contracts where employees are working.
   d) on the premises.
   e) at the private houses of your principals or authorised employees or the premises of solicitors or authorised agents, to the extent that money is not otherwise insured, up to a maximum amount of £500 for any one loss or any higher limit shown in the schedule for any one loss.
   f) deposited in any bank night safe and within bank premises until removed by a bank official, up to a maximum amount of £5,000 for any one loss or any higher limit shown in the schedule for any one loss.
   g) on the premises outside of business hours as shown in the schedule.
   h) on the premises outside of business hours in a locked safe or strongroom as shown in the schedule.
2. Loss of or damage following robbery or attempted robbery to any safe or strongroom at the premises, any container, case, bag or waistcoat used for the carriage of money or any stamp franking machine used for your business.
Section 3 – Money

3. **Damage** to clothing and personal effects (including up to £25 per person for personal money) belonging to you or any of your directors, partners or employees following robbery or any attempted robbery subject to a limit any one person of £500.

**Special conditions**

A. It is a condition precedent to our liability under item 3 of the schedule (money from locked safes outside business hours) that outside business hours the safes are kept locked and the keys of the safes are not be left on the premises unless

1. the premises are occupied by you or an authorised employee, in which case such keys if left on the premises must be kept in a secure place not in the vicinity of the safes; or
2. if the premises are unoccupied, the keys to the safe(s) detailed under item 3 on the schedule are placed in a separate locked safe or strongroom and the keys to this removed from the premises. In this event our maximum liability shall not exceed the limit of liability stated in the schedule under item 3 or £5,000 whichever is the less in respect of loss of money.

If you do not comply with this special condition, we will deal with any loss of money under item 2 i) of the schedule (money not contained in locked safes in your premises outside business hours), provided that our maximum liability shall not in the aggregate exceed the limit any one loss stated in the schedule.

B. **Intruder alarm**

*(Applies only if stated in the schedule)*

It is a condition precedent to our liability in respect of damage that

1. the alarmed premises are protected by the intruder alarm system whenever they are closed for business or left unattended.
2. the intruder alarm system is maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company agreed with us.
3. no alteration to or substitution of
   a) any part of the intruder alarm system;
   b) the procedures agreed with us for police or any other response to any activation of the intruder alarm system; or
   c) the maintenance contract shall be made without our written agreement.
4. no structural alteration of or changes in the layout to the premises that could affect the operation of the intruder alarm system shall be made without our written consent.
5. the alarmed premises shall not be left without at least one responsible person on them without our agreement unless the intruder alarm system is set in its entirety with the means of communication used to transmit signals in full operation.
6. all keys to the intruder alarm system are removed from the premises when they are left unattended.
7. the keyholders will keep all codes for the operation of the intruder alarm system secret and will not leave details of them on the premises.
8. you shall appoint at least two keyholders and lodge written details (which must be kept up to date) with the police and the alarm company who are contracted to maintain the alarm.
9. if the intruder alarm system is activated or the communication signal interrupted then, unless alternative procedures have been agreed with us in writing, a keyholder will attend the premises as soon as reasonably possible following notification and will not leave without there being at least one responsible person on the premises until the provisions of paragraph 5 have been complied with.
10. in the event of you receiving any notice
    a) that police response to alarm signals/calls from the intruder alarm system may be withdrawn or the level of response reduced or delayed;
    b) from a local authority or magistrate imposing any requirements for abatement of a nuisance; or
    c) from the installing company or other such company as agreed by us that the intruder alarm system cannot be returned to or maintained in fully working order you shall advise us as soon as possible and in any event not later than 10.00 am on the next working day and comply with all our subsequent requirements.
Section 3 – Money

Special provision
It is a condition precedent to our liability that before we agree the alarm specification and maintenance contract arrangements you shall comply with all the requirements detailed above as if we had agreed the specification and maintenance arrangements.

Exclusions
We will not be liable for losses from the following.

1. By theft by any of your directors, partners or employees
   a) not discovered within fourteen working days of its occurrence; or
   b) more specifically insured by any other policy or policies except in respect of any excess beyond the amount payable under such other policy or policies.

2. Arising elsewhere than in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

3. From an unattended vehicle unless the vehicle is stolen at the same time or the vehicle is securely locked and money stored out of sight at the time of the loss.

4. Due to the dishonest acts of any person in your employment or service not discovered within fourteen days of the actual occurrence.

5. Due to falsification of accounts.

6. More specifically insured under another policy except for any amount in excess of the amount payable under this policy.

7. Arising from shortages due to error, omission, depreciation in value or the use of counterfeit money.

8. Of money or contents from any gaming or vending machine in excess of £500.

9. Arising from consequential loss of any kind.

10. Damage to money during transit by post (other than registered post).

Part 2 – Personal injury (robbery)

Definitions
Each time one of the definitions below is used in this section it will have the same meaning wherever it appears in this section or in the schedule in relation to this section. To help identify these words they appear in bold in this section wording.

Bodily injury
Injury resulting solely and directly from accident caused by outward, violent and visible means which shall directly and independently of any other cause result in death or disablement.

Insured person
You or any director, principal, partner or employee.

Loss of limb
A. in the case of an upper limb, the physical severance of four fingers through or above the meta-carpo phalangeal joints or permanent total loss of use of an entire arm or hand.
B. in the case of a lower limb, the physical severance at or above the ankle or permanent total loss of use of an entire leg or foot.

Loss of sight
Permanent and total loss of sight which will be considered as having occurred
A. in both eyes if the insured person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
B. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the insured person should see at 60 feet).
**Section 3 – Money**

**Medical expenses**
The cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital, nursing home or ambulance charges.

**Permanent total disablement**
Bodily injury (not resulting in loss of limbs or loss of sight) which is the sole and direct cause of the insured person being totally disabled and prevented from attending to any business or occupation, with proof satisfactory to us that such disablement has continued for 104 weeks from the date of the occurrence and will in all probability continue for the remainder of the life of the insured person.

**Temporary total disablement**
Bodily injury which is the sole and direct cause of the insured person being totally disabled and prevented from attending to their business or occupation.

**Temporary partial disablement**
Bodily injury which is the sole and direct cause of the insured person being partially disabled and prevented from attending to a substantial part of their business or occupation.

**Insuring clause**

a) **We** will pay the benefits stated in the schedule in respect of bodily injury sustained by the insured person as a result of robbery or attempted robbery arising in the course of the business and within two years resulting in the following.
   1. Death.
   2. Loss of sight.
   3. Loss of limbs.
   4. Permanent total disablement (other than by loss of limbs or loss of sight).
   5. Temporary total disablement.
   6. Temporary partial disablement.
   7. Damage to clothing or personal effects belonging to you or any of your employees subject to a limit of £500 any one person.

b) **We** will reimburse you in respect of medical expenses necessarily incurred in the treatment of the insured person up to 15% of any amount paid under benefit 5 and 6.

**Benefits**
The benefits applicable are as stated in the schedule.

**Limits of amounts payable**

1. The benefit under item 5 and 6 shall not be payable for more than 104 weeks in respect of any one injury calculated from the date of commencement of disablement.

2. If and when benefit becomes payable under any of items 1, 2 or 3, any weekly benefit being paid in connection with the same injury will cease.

3. Permanent total disablement shall have lasted for 104 weeks and have been proved to our satisfaction to be permanent and without expectation of recovery before benefit under item 4 becomes payable.

4. Payment of a claim under one of the items 1, 2, 3 or 4 will end the cover granted insofar as it applies to the insured person concerned.

5. No benefit shall be payable for more than one of the items 1, 2, 3 or 4 in respect of the same injury.

6. No benefit shall be payable in respect of death or disablement consequent upon aggravated or prolonged by any pre-existing physical or mental defect, infirmity, pregnancy or childbirth.
Section 3 – Money

Special conditions
A. The cover under this part of the section applies only to persons between the ages of 16 and 70 years.
B. Bodily injury must occur in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Claims condition
a) You shall provide all certificates, information and evidence required by us in the form prescribed by us at your expense. The insured person shall as often as required submit to medical examination on our behalf and expense in connection with any claim. In the event of the death of an insured person, we are entitled to have a post mortem examination at our own expense.
b) We shall not be affected by notice of any trust, charge, lien, assignment or other dealing with this section and our liability shall be discharged when you or your personal representative receive any compensation payable.
c) The insured person or their personal representative shall have no right to claim from or sue us.
d) If more than one party has an interest in the insured person, the benefit shall represent the total amount payable in respect of that insured person for all interests covered by this insurance.

Exclusions
We will not be liable for the following.
1. Loss arising elsewhere than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
2. Loss more specifically insured under another policy except for any amount in excess of the amount payable under this policy.
3. Loss arising from consequential loss of any kind.
Section 4 – Trade all risks

Definitions
The following words will have the same meaning wherever they appear in this section or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording.

Alarmed premises
The **premises** or those parts of the **premises** protected by the **intruder alarm system**.

Intruder alarm system
The component parts including the means of communication used to transmit signals detailed in the alarm specification agreed by **us**.

Keyholder
**You** or any **responsible person** or keyholding company you authorise
1. to accept notification of faults or alarm signals relating to the **intruder alarm system**; and
2. to attend and allow access to the **premises**.
   At least one keyholder must be available at all times.

Property insured
**Property** belonging to **you** or for which **you** are responsible as set out in the schedule.

Responsible person
**You** or any person **you** authorise to be responsible for the security of the **premises**.

Territorial limits
The limits chosen by **you** and shown in the schedule attaching to this policy.
   A. At your **business premises**;
   B. Anywhere in the UK;
   C. Anywhere in the EU; or
   D. Anywhere in the world.

Insuring clause
We will indemnify **you** for **damage** by any cause not specifically excluded to **property insured** set out in the schedule anywhere in the **territorial limits**, provided the **damage** occurs within the **period of insurance** and subject to the limits specified in the schedule.

Clauses
1. **Interest**
   It is understood that other parties may have an interest in certain **property insured** by this policy. The nature and extent of this interest must be disclosed in the event of **damage**.

2. **Subrogation waiver**
   In the event of a claim arising under this policy, **we** agree to waive any rights, remedies or relief to which **we** might become entitled by subrogation against
   a) any company standing in the relation of parent to subsidiary (subsidiary to parent) to **you** as defined in the Companies Act or Companies (N.I.) Order current at the time of the **damage**.
   b) any company which is a subsidiary of a parent company of which **you** are a subsidiary as defined in the Companies Act or Companies (N.I.) Order current at the time of the **damage**.

3. **Reinstatement**
   Subject to the following special conditions, the basis upon which **we** will calculate the amount payable in respect of **property insured** by all items, other than stock or rent, shall be the reinstatement of the **property damaged** to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.
   For this purpose reinstatement means
   a) the rebuilding or replacement of **property damaged** which may be carried out in any manner suitable to your requirements or on another site as long as our liability is not increased; or
   b) the repair or restoration of **property damaged**.

Special conditions
1. **Our** liability for the repair or restoration of **property partly damaged** shall not exceed the amount which would have been payable had such **property** been wholly destroyed.
Section 4 – Trade all risks

2. If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item exceeds its sum insured at the start of any damage, our liability shall not exceed that proportion of the amount of the damage which the sum insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time.

3. No payment beyond the amount which would have been payable in the absence of this clause shall be made
   a) unless reinstatement commences and proceeds as quickly as possible.
   b) until the cost of reinstatement shall have been actually incurred.
   c) if the property insured at the time of its damage shall be insured by any other insurance effected by or on your behalf which is not upon the same basis of reinstatement.

4. All the other terms and conditions of the policy shall apply in respect of any claim payable under this clause so far as they are able.
   NB: This clause does not apply to claims for employees, principals’ or directors’ personal effects.

Special condition
(Applies only if stated in the schedule)
A. Intruder alarm
   It is a condition precedent to our liability in respect of damage that
   1. the alarmed premises are protected by the intruder alarm system whenever they are closed for business or left unattended.
   2. the intruder alarm system is maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company agreed with us.
   3. no alteration to or substitution of
      a) any part of the intruder alarm system;
      b) the procedures agreed with us for police or any other response to any activation of the intruder alarm system;
      or
      c) the maintenance contract shall be made without our written agreement.
   4. no structural alteration of or changes in the layout to the premises that could affect the operation of the intruder alarm system shall be made without our written consent.
   5. the alarmed premises shall not be left without at least one responsible person on them without our agreement unless the intruder alarm system is set in its entirety with the means of communication used to transmit signals in full operation.
   6. all keys to the intruder alarm system are removed from the premises when they are left unattended.
   7. the keyholders will keep all codes for the operation of the intruder alarm system secret and will not leave details of them on the premises.
   8. you shall appoint at least two keyholders and lodge written details (which must be kept up to date) with the police and the alarm company who are contracted to maintain the alarm.
   9. if the intruder alarm system is activated or the communication signal interrupted then, unless alternative procedures have been agreed with us in writing, a keyholder will attend the premises as soon as reasonably possible following notification and will not leave without there being at least one responsible person on the premises until the provisions of paragraph 5 have been complied with.
   10. in the event of you receiving any notice
        a) that police response to alarm signals/calls from the intruder alarm system may be withdrawn or the level of response reduced or delayed;
        b) from a local authority or magistrate imposing any requirements for abatement of a nuisance; or
        c) from the installing company or other such company as agreed by us that the intruder alarm system cannot be returned to or maintained in fully working order
        you shall advise us as soon as possible and in any event not later than 10.00 am on the next working day and comply with all our subsequent requirements.
Section 4 – Trade all risks

Special provision
It is a condition precedent to our liability that before we agree the alarm specification and maintenance contract arrangement, you shall comply with all the requirements detailed above as if we had agreed the specification and maintenance arrangements.

Exclusions

We will not pay for the following.

1. Any consequential loss.

2. Financial loss caused by the loss of use or malfunction of the property insured.

3. Damage arising from
   a) faulty or defective design materials, inherent vice or latent defect.
   b) mechanical, electrical, electronic, computer breakdown, failure or derangement.
   c) wear and tear, gradual deterioration, the action of light, atmospheric conditions or other gradually operating cause.
   d) process of cleaning, restoring or repairing.
   e) process of production, packing, treatment, testing or commissioning.
   f) confiscation or detention by Customs or government officials.
   g) disappearance or shortage identified only by stocktaking.
   h) riot, civil commotion occurring elsewhere than in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

4. Damage resulting from theft or attempted theft or unexplained disappearance or shortages
   a) from an unattended vehicle unless the item stolen is stored in a locked boot; or
   b) of property insured which is unattended unless there is forcible and violent entry or exit.

5. Damage to
   a) property insured loaned or hired out by you.
   b) glass and other fragile or brittle materials unless as a direct result of fire, theft or accident to the vehicle in which the property insured was being transported.
   c) property insured left in the open by theft, attempted theft, storm or flood.
   d) property insured carried on the outside of vehicles unless as a direct result of collision or overturning.

6. Damage caused by pollution. However we will cover damage to the property insured caused by
   a) pollution which itself results from fire, lighting, explosion, aircraft or other aerial devices dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any pipe, tank or apparatus, sprinkler leakage or impact by any road vehicle or animal; or
   b) any of the above named covers which itself results from pollution provided it is not otherwise excluded.

7. Damage occurring outside the territorial limits.

8. The excess shown in the schedule.
Section 5 - Goods in transit

Definitions
The following words will have the same meaning wherever they appear in this section of the policy or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording.

**High value property**
Cigars, cigarettes and tobacco, non-ferrous metals, wines and spirits, clocks and watches, photographic equipment, furs, jewellery, gold, silver, precious stones and precious metals, radio, TV, hi-fi and video equipment, computers, mobile phones, video tapes, cassettes, CDs and DVDs, antiques and works of art belonging to **you** or for which **you** are responsible.

**In transit**
The period of time beginning when the **property insured** comes under the control of the carrier and ending when it is delivered. This will include loading, temporary housing en route for a period not exceeding 30 days and unloading. This will also include return transits to **you** from **your** customers.

**Property insured**
Goods or merchandise belonging to **you** or for which **you** are responsible incidental to the **business**. This excludes any **property** carried for hire or reward.

**Territorial limits**
Great Britain, Northern Ireland, the Channel Islands and the Isle of Man including direct sea or air transit between these territories.

**Vehicle**
Vehicle including any trailer attached to it.

**Insuring clause**
We will at **our** option indemnify **you** by payment or reinstatement for accidental **damage** to the **property insured** while in **transit** within the **territorial limits** from any of **your premises** whilst being carried by **vehicles** operated by **your** hauliers, rail or by parcel post.

We will not pay more than the limits shown in the schedule and **you** will be responsible for any **excess** that applies.

**Extensions**
We will extend this section to cover the following.

1. Extra costs and expenses necessarily incurred in reloading onto any vehicle any **property insured** which has fallen from the **vehicle** and removing debris of the **property insured** following **damage** which is not excluded or following accident to the **vehicle**. **Our** limit of liability will not exceed £2,500.

2. **Damage** to containers, tarpaulins, ropes, chains and other fastenings owned by **you** or in **your** charge and control while carried on any **vehicle**.

3. **Damage** to the personal effects of the driver and his attendant up to a maximum amount of £500. **We** will not be responsible for the first £25 of each claim. **We** will not indemnify **you** or **your** driver for **damage** to any item insured by any other insurance policy.

4. Expenses reasonably incurred for which **you** are responsible in transferring the **property insured** to any other vehicle following fire, collision, overturning or impact of the **vehicle** including carrying the **property insured** to the original destination or to place of collection.

5. Costs and expenses reasonably incurred by **you** in re-securing the **property insured** following a dangerous movement of the load in **transit** for an amount not exceeding £500 any one event.

6. Any vehicle used temporarily in substitution of any **vehicle** referred to in the schedule applicable to this section whilst it is out of use for maintenance, repair or official vehicle testing. Any substitute vehicle will be subject to the terms applicable to the original **vehicle**.
Section 5 - Goods in transit

Special conditions

A. Due care
   It is a condition precedent to our liability under this section that
   1. in respect of any vehicle you own or operate under your control that
      a) it is maintained in an efficient and roadworthy condition and is regularly serviced with particular attention to the
         roadworthiness of steering, brakes, tyres, lights and all security devices fitted;
      b) all protective devices specified in the schedule and all other security devices fitted are properly maintained
         and not changed without our written agreement; and
      c) whenever the vehicle containing the property insured is left unattended
         i) all doors and boot are locked and all windows and other openings are securely closed; and
         ii) all protective devices are put into operation.
   2. you take all reasonable care in the selection and employment of drivers and should obtain satisfactory written references
      as to their ability, integrity and honesty from two previous employers before property insured is entrusted to them.
   3. you ensure the reasonable monitoring of the performance of your drivers and attendants is carried out.
   4. you take due care to make sure that each package or parcel insured is securely and adequately packed according to the
      nature of the goods and that each package or parcel is correctly and fully addressed. You should obtain proper receipts
      from the postal and rail authorities and any other carrier and keep them for our inspection at any time.

B. Alarm
   (Applies only if stated in the schedule)
   We will not be liable for any damage by theft or attempted theft from any unattended vehicle unless the alarm system
   1. is maintained and inspected in accordance with the terms and conditions of the installing company’s agreement; and
   2. put into operation and all alarm keys removed from the vehicle.

Claims condition

a) You should keep any merchandise or package for which you are making a claim together with its packaging as far as possible in the
   same state as delivered so we or any person authorised by us can inspect it.

b) You shall assist us at our expense in providing details of any claim against carriers or others for any damage for which we shall be
   liable.

c) If we ask, you shall assign the claim against the carriers or others to us so we can make the claim in our own name.

d) Once a claim has been paid, any compensation recovered from the carriers or others for any damage shall belong to us, except that
   any amount recovered in excess of the sum paid by us as compensation shall belong to you.

e) Once a claim has been paid, the property for which payment is made shall belong to us.

Exclusions

We will not be liable for damage

1. to money, deeds, bonds, documents, manuscripts, business books and computer system records, patterns, moulds, models, designs, plans.

2. to high value property unless specifically insured.

3. to livestock or other living creatures.

4. to explosives or goods of a dangerous nature.

5. to tools of trade.

6. caused by deterioration due to change in temperature of property insured carried in a chilled, refrigerated, frozen or insulated
   condition unless caused by an accident to the vehicle.

7. caused by
Section 5 - Goods in transit

a) wear and tear, gradual deterioration, contamination, depreciation, evaporation, leakage spillage or shortage of weight, inherent vice, insects, mildew, vermin or nature of the property insured;
b) normal atmospheric conditions where the property insured is on an open vehicle unless it is properly protected;
c) mechanical, electrical, electronic, computer breakdown, failure or derangement unless external damage occurs first to the property insured;
d) delays, loss of market or other consequential loss;
e) not making full and complete declarations or not getting receipts for parcels, packages or consignments.

8. resulting from theft or attempted theft or unexplained disappearance
   a) from an unattended vehicle unless the item stolen is stored in a locked boot; or
   b) of property insured which is unattended unless there is forcible and violent entry or exit.

9. caused by strikes, riots, civil commotion and malicious damage in Northern Ireland.

10. to property insured carried on vehicles other than those listed in the schedule.

11. to property insured in any vehicle you own or which is in your custody or control while it is being used for private purposes outside the normal course of your business.

12. caused by nationalisation, confiscation, requisition or destruction by order of any government, public or local authority.

13. to property insured arising as a result of packing which was inadequate to withstand normal handling during transit or from overloading of the vehicle.

14. to property insured more specifically insured.
Section 6 – Computer breakdown

Definitions
The following words will have the same meaning wherever they appear in this section of the policy or in the schedule relating to this section. To help identify these words they will appear in bold in the section wording.

Breakdown
Damage to an item of equipment resulting from the actual breaking, distortion or electrical burn-out of any part whilst in use at the premises arising from defects in the item of equipment causing sudden stoppage of its function and requiring its repair or replacement but excluding damage caused by fire or by any cause external to the equipment.

We shall not be liable for breakdown of any equipment that is not the subject of a maintenance contract with a competent computer maintenance firm, affording free parts and free labour for repairs necessitated by breakdown arising from wear and tear or the fault of the maintenance firm. This proviso shall be of no effect in respect of any equipment whilst it is the subject of a guarantee provided by the manufacturer or supplier under which equivalent services are afforded.

Computer virus
Any software program routine code or system or any part thereof which causes loss, distortion, destruction, corruption of or restricted access to any information data program routines or software forming part of any computer media.

Equipment
a) Computer equipment including fixed disks and interconnected wiring used for processing electronic data together with visual display units, printers and data carrying materials but excluding any such equipment controlling any manufacturing process.

b) Ancillary equipment solely for use with the computer equipment comprising air conditioning, cooling equipment, generating equipment, voltage regulating equipment, telecommunication links, electronic access equipment and temperature and humidity recording equipment.

c) Data carrying materials being current and back-up disks, tapes and other materials (excluding paper records of any description).

Insuring clause
We will indemnify you for damage to the equipment insured as stated in the schedule due to breakdown occurring whilst the equipment is at your premises.

Extensions
1. Incompatibility of computer records
In the event of a claims settlement resulting in the replacement of equipment insured with equipment which is incompatible with your undamaged computer data and programme records, we will indemnify you for:
   a) the costs of modification of the equipment; or
   b) the costs of replacing or reinstating programmes or data necessarily and reasonably incurred with our consent to achieve compatibility.

We will not pay more than £10,000 under this extension.

2. Increased costs of working/reinstatement of data
In the event of:
   a) damage for which we are liable above, or would be liable but for the application of any excess, which causes interruption or interference with the computer operations of the business for a period of at least 24 consecutive hours;
   b) total or partial failure for a period of at least 30 consecutive minutes of the supply of electricity to the premises which is not caused by a deliberate act of the supply undertaking, unless performed for the sole purpose of safeguarding life or protecting a part of the supply undertaking’s system, or by a scheme of rationing, unless necessitated solely by physical damage to a part of the supply undertaking’s system;
   c) total failure for a period of at least 30 consecutive minutes of the electricity supply to an item of equipment resulting from sudden and unforeseen damage to the distribution equipment within the premises;
   d) total failure for a period of at least 24 consecutive hours of the supply of telecommunication services at the premises which is not caused by a deliberate act of the supply authority, unless performed for the sole purpose of protecting their equipment, or by your use of machinery and equipment which is not accepted by the telecommunications authority as properly installed and compatible with the telecommunications system;
Section 6 – Computer breakdown

e) the accidental or malicious erasure, destruction, distortion or corruption of data or programmes on the equipment resulting from an identifiable cause but excluding the permanent or temporary loss of or loss of use of or unsuitability of programmes or computer systems software and also excluding losses caused by a malicious act and discovered later than twelve months after the loss was initiated; or

f) prevention or hindrance of the use of or access for a period of at least 24 consecutive hours to an item of equipment caused by damage of any property at or in the vicinity of the equipment within the premises we will indemnify you for
   a) the increase in cost of working; and
   b) the cost of replacement of and reinstatement of data on to data carrying media
       and the amount payable as indemnity is the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing interruption of or interference with the business which but for such expenditure would have taken place in consequence thereof during the period beginning with the occurrence and ending not later than the indemnity period stated in the schedule immediately thereafter during which the results of the business are affected.

This indemnity includes the reasonable charges payable by you to your professional accountants or auditors for producing any particulars or details or any other proofs, information or evidence as may be required under the claims conditions and reporting that such particulars or details are in accordance with your books of account or other business books or documents.

We will not pay more than the amounts stated in the schedule for
   a) increased cost of working excluding the costs of reinstatement of data and replacing data carrying media; or
   b) the costs of reinstating data and programmes and replacing data carrying media.

3. Consulting engineers' fees and claims investigation costs
We will indemnify you for all costs incurred with our consent, including consulting engineers' fees, in investigating possible repairs (whether or not successful) or the reinstatement of an item of equipment but not the costs of preparing any claim.
We will not pay more than £5,000 in total in respect of such fees and costs.

4. Temporary repairs and expediting permanent repairs
We will indemnify you for the reasonable additional expenses incurred with our consent in making a temporary repair or in carrying out a permanent repair to an item of equipment.
Our liability under this extension shall not exceed £25,000 or 50% of the cost of such damage whichever is the lesser.

5. Removal of debris/protection from further damage
We will indemnify you for the costs and expenses necessarily incurred with our consent in
   a) removing debris, dismantling or demolishing any part of an item of equipment which has sustained damage insured under this section; and
   b) protecting any part of an item of equipment whether damaged or not provided that this is necessitated by insured damage.
We will not pay more than £10,000 in total in respect of this extension.

6. Additional rental charge
If, as a direct result of damage insured, the lease or hire contract in force at the time of the accident in respect of the damaged equipment is cancelled by the owners of the equipment and replaced by a new one in respect of similar property to that damaged but at a rental charge rate above that payable under the cancelled contract, we will indemnify you for the additional rental charges to be paid during the two years commencing from the time of such damage.
We will not pay more than £25,000 in total in respect of this extension.

7. Refilling charges
We will indemnify you for the cost of refilling the cylinders of any gas-flooding systems installed solely for the protection of the computer equipment arising out of the accidental discharge of such system.
We will not pay more than £5,000 in total in respect of this extension.

8. Additions
The insurance extends to include additions to equipment occurring after the commencement of the period of insurance up to next renewal provided that this cover shall not exceed 10% of the total sum insured on equipment or £30,000 whichever is the lesser.

9. Anti-theft device
We will indemnify you to replace or repair any anti-theft device which is permanently fitted to equipment following damage covered under this section.
We will not pay more than £5,000 in total in respect of this extension.
Section 6 – Computer breakdown

Basis of settlement

1. In respect of damage to an item of equipment for which, at the time of the damage, all parts are obtainable from its manufacturer or the agent or factors of the manufacturer at list prices, the basis of indemnity shall be reinstatement of the property damaged and this shall mean
   a) its replacement by similar equipment in a condition equal to but not better or more extensive than its condition when new; or
   b) the repair of the damage and the restoration of the damaged portion of the equipment to a condition substantially the same as but not better or more extensive than its condition when new
   subject to the following.
      i) The work must be carried out as quickly as possible.
      ii) If at the time of repair or reinstatement the sum representing 85% of the cost which would have been incurred in reinstatement if all equipment had been destroyed or damaged exceeds its sum insured, the amount payable shall be proportionately reduced.
      iii) Our liability shall not exceed the sum representing the cost which could have been paid if the equipment had been wholly destroyed.

2. In respect of damage to equipment not falling within the terms of 1 above, the basis of indemnity will be
   a) the cost of replacement by similar property of similar capacity in a condition equal to but not better or more extensive than its condition when new;
   b) if all the necessary parts to repair the damage are obtainable from the manufacturer, their agent or factor at list prices, the cost of repair of the equipment: or
   c) if all the necessary parts to repair the damage to the equipment are not obtainable from the manufacturer, their agent or factor at list prices, the cost of an equivalent repair to similar property of similar capacity for which all spare parts are obtainable at list prices.
   subject to the following.
      i) The work of replacement or repair must be carried out as quickly as possible.
      ii) If, at the time of repair or reinstatement, the sum representing 85% of the cost which would have been incurred in reinstatement if all equipment had been destroyed or damaged exceeds its sum insured, the amount payable shall be proportionately reduced.
      iii) Our liability shall not exceed the sum representing the cost which could have been paid if the equipment had been wholly destroyed.

Limit of indemnity

We will not pay more than the sum insured against any one item of equipment or in total the sum insured stated in the schedule plus any extra amounts for which we are liable under the extensions specified above.

Special condition

1. Precautions
   You shall at all times take precautions to maintain in efficient working condition and available for immediate use any standby or spare machinery or any other loss-minimising factors in existence when this insurance was first effected.

Exclusions

We will not provide cover for the following.

1. Repair or replacement necessitated solely by wasting, wearing away or wearing out caused by or resulting from ordinary use or working, rusting or gradual deterioration of any part of an item of property but we shall be liable for the cost of damage insured by this section resulting from such causes.

2. Increase in cost of working incurred as a result of
   a) temporary interference with transmissions to and from satellites due to atmospheric weather, solar or lunar conditions.
   b) failure of any satellite before it attains its full operating function or whilst in or beyond the final year of its design life.

3. Prototype equipment.

4. Equipment more than 10 years old at inception of the policy.

5. Loss of use of equipment or any other consequential loss except as provided for under Extension 2.

6. Any loss recoverable under any guarantee, maintenance, rental, hire or lease agreement or contract.

7. The excess shown in the schedule.

8. Damage, liability or expense arising from a computer virus.
Section 7 – Employee dishonesty

Additional definitions
The following words will have the same meaning wherever they appear in this section or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording.

**Loss**
Direct financial loss (other than salary or other remuneration) of money, securities or tangible **property** owned by **you** or in **your** care, custody or control and for which you are liable, in connection with any act or series of related acts of fraud or dishonesty. Loss shall not include costs, fees or other expenses incurred in establishing the existence or amount of any loss.

**Insuring clause**
We **shall indemnify** **you** for your direct **loss** which occurs during the **period of insurance** as a direct result of an act or series of related acts of fraud or dishonesty committed during the **period of insurance** by any identified **employee**, who is paid wholly or mainly by salary or wages, (acting alone or in collusion with others) with the principal intent to cause **you** to sustain a **loss** and to obtain financial benefit for such **employee** (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other **employee** benefits earned in the normal course of employment) which is first discovered by you during the **period of insurance**.

**Special Conditions**
1. **Cancellation as to any employee**
   Cover under this section shall be deemed cancelled in respect of any **employee** immediately upon discovery by **you** or by any of **your** directors or officers not in collusion with such **employee**, of any dishonest or fraudulent act on the part of such **employee**, and further dishonest or fraudulent acts committed by such **employee** are excluded.

2. **Recoveries**
   Recoveries, less the actual cost of recovery, made after **loss** will be distributed as follows.
   a) First, you shall be reimbursed for **loss** exceeding the limit of liability or settlement (whichever is less) and the retention amount (if applicable).
   b) Second, we shall be reimbursed for the settlement made.
   c) Third, **you** shall be reimbursed for **loss** equal to the retention amount.

3. **Management controls**
   It is a condition precedent to **our** liability under this section that **you** shall at all times comply with the following statements, evidence of which must be available at the time of claim.
   i) The statutory accounts are independently audited
   ii) **Stock** is independently and physically checked (at least once every six months) by an **employee** not responsible for daily **stock** handling or ordering.
   iii) Cheque requisition/payment instructions and payment authorisation are segregated functions undertaken by separate people.
   iv) the ordering, certification of receipt, and verification of supporting documentation before cheque or payment instructions are authorised for goods or services are performed by different **employees** acting independently.
   v) Cash in hand and petty cash shall be checked independently of employees responsible at least monthly.
   vi) Monthly reconciliation is performed on all bank accounts and debtors accounts, independently of employees in a position to receive payment of an account.
   vii) Written references are obtained and checked for all new **employees** (except school-leavers) covering at least the preceding 2 years of continuous employment, where the **employee** is to be responsible for money, securities, stock or accounts.

4. **Change in control of the insured**
   If, during the **period of insurance** a change in control of the policyholder takes place, then the cover provided under this section is amended to apply only to acts committed which give rise to a loss occurring prior to the effective date of the change of control.
   **You** shall give us written notice of the change in control as soon as practicable, but not later than 30 days after the effective date of the change in control.
Section 7 – Employee dishonesty

Exclusions
This section does not cover for any

1. **loss** that results from the complete or partial non-payment or default under any credit arrangement, loan, lease or rental agreement, invoice, or payments made or withdrawals from any customer’s account involving items which are not finally paid for any reason.

2. **loss** caused by any **employee** from and after the time that **you** or any of your directors or officers shall have knowledge or information that such **employee** has committed any dishonest or fraudulent act whether such act be committed before or after the date of employment by **you**.

3. **loss** the proof of which is dependent solely upon a profit and **loss** computation or comparison of inventory records with an actual physical count.

4. **loss** which arises out of the voluntary giving or surrendering of **property** in exchange or purchase, unless such **loss** is caused by an **employee**, or by forgery, counterfeiting or fraud by any other person whether or not in collusion with an **employee**.

5. indirect or consequential loss of any nature.

6. costs, fees and other expenses incurred by **you** in establishing the existence of or amount of **loss**.

7. costs of defending any legal proceeding brought against **you**.

8. **loss** caused by any broker, factor, commission, consignee, contractor or any other agent or representative of the same general character.

9. **loss** due to **loss** of and/or damage to proprietary information, trade secrets, confidential processing methods, or other confidential information of any kind.

10. **loss** you first discovered prior to, or subsequent to, the period of insurance.

11. **loss** arising from any act or any series of related acts committed outside the Policy Territory.

12. **loss** committed by any **employee** who at the time of committing the fraudulent or dishonest act owns or controls more than 5% of **your** issued share capital.
Section 8 – Employers liability

Insuring clause

We shall cover you under the terms of this policy in respect of:

1) All sums which you shall become legally liable to pay as damages including claimants’ costs and expenses in respect of injury sustained by an employee of yours arising out of and in the course of their employment or engagement by you and caused during the period of insurance stated in the schedule in connection with the business and occurring within the geographical limits given below.

2) All costs and expenses incurred by you (except as described in 3 below) with our written consent in respect of any claim against you which may be covered by this policy.

3) The payment of legal and other defence fees incurred with our written consent, up to a limit of £50,000 arising out of any one occurrence, for your representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death, and at which your employee or principal, including any director, partner, or senior official, has been requested to give evidence, and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in injury which may be covered by this policy.

Geographical limits

(a) in Great Britain Northern Ireland the Channel Islands or the Isle of Man
(b) whilst temporarily outside the countries named in (a) provided that any such employee is
   (i) ordinarily resident in any of the aforesaid countries
   (ii) engaged in non-manual work

Limit of liability

The most we will pay under this section in respect of any one claim against you, or series of claims against you arising out of one occurrence, inclusive of all costs and expenses shall not exceed in the aggregate the limit of liability stated in the schedule.

Rights of recovery

The cover granted by section 8 of this insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain Northern Ireland the Channel Islands Isle or the Man but you shall repay to us all sums paid by us which we would not have been liable to pay but for the provisions of such law

Extensions

These apply in addition to the general extensions

1. Unsatisfied court judgements

Where a judgement for damages has been obtained by any employee or the legal personal representatives of any employee

   A. in respect of injury sustained by the employee arising out of and in the course of employment by you in the business
   B. against any company or individual operating from or resident in premises within the geographical limits in any court situate in the geographical limits

and such judgement remains unsatisfied in whole or in part 6 months after the date of judgement then at your request we will pay to the employee or the said legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

(a) there is no appeal outstanding
(b) if any payment is made by us the employee or the said legal personal representatives shall assign the judgement to us
(c) this section (section 8) of the policy is operative at the time that such injury is caused
(d) our liability for damages costs and expenses shall not exceed the amount stated as the limit of indemnity in the schedule

We will not cover any judgment where an appeal remains outstanding.

2. Indemnity to principal

We will cover any principal under this section against liability in respect of injury or loss of, or damage to, property, to the extent that any contract or agreement entered into by you with any principal so requires.

Provided that

a) payment would been made against you
b) the principal shall observe fulfill and be subject to the terms conditions and endorsements of this policy as far as they can apply
Section 8 – Employers liability

c) No payment will be made by us in respect of liquidated damages or under any penalty clause;
d) payment made by Us under section 8 shall only apply in respect of liability to any person who is an Employee.

3. Health and Safety at Work Act etc and Corporate Manslaughter

We will cover you and at your request any director, partner, senior official or employee of yours, in respect of legal costs and expenses incurred with our written consent in the defence of any prosecution or subject to the provisions below incurred in connection with appeal against conviction arising from such prosecution under the provisions of:

(i) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
(ii) the Corporate Manslaughter and Corporate Homicide Act 2007

Provided that the proceedings relate to an offence alleged to have been committed during the period of insurance and in the course of the business, and where there is also a claim or potential claim for damages against you or any of the additional persons insured, you are entitled to cover under this policy.

We will only pay the costs and expenses of legal representation for an appeal against conviction if:

a) any related claim against you for damages remains unsettled; and
b) in the opinion of the legal representatives acting for you an appeal is more likely than not to succeed; and

We will not cover you in respect of:

a) fines or penalties of any kind, remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution, including any fee for intervention;
b) any circumstances for which cover is provided by any other insurance;
c) proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;
d) proceedings which arise out of any activity or risk excluded from this policy.

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

4. Court attendance costs

If any of the people mentioned below attend court as a witness at our request, in connection with a claim in respect of which you are entitled to insurance under this policy, we will provide compensation to you at the following rates per day for each day on which attendance is required:

a) £250 for you or any of the directors or partners of yours
b) £100 for any employee

5. Offshore

If we are required by compulsory insurance regulations then we will make a payment in respect of injury occurring offshore. The amount we will pay you or on your behalf shall be limited to £5,000,000 any one occurrence.

6. Terrorism

Injury as a result of terrorism to any employee of yours which arises out of and in the course of employment or engagement by you. The amount we will pay you or on your behalf shall be limited to £5,000,000 any one occurrence.

Exclusions

These apply in addition to the general exclusions.

We shall not indemnify you under this section against liability for injury sustained by any employee of yours

(i) in respect of which compulsory insurance or security is required to be arranged by you under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order
(ii) whilst offshore

If we are required by compulsory insurance regulations to make a payment in respect of injury occurring offshore then the limit of indemnity of £5,000,000 any one occurrence shall apply
Section 9 – Public liability

Insuring clause

We shall cover you under the terms of this policy in respect of:

1) All sums which you shall become legally liable to pay as damages including claimants’ costs and expenses in respect of:
   a) Accident to any person;
   b) Accidental physical loss of, or physical damage to property;
   c) Obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement;
   d) Wrongful arrest, wrongful detention, false imprisonment, or malicious prosecution;

   in connection with the business and occurring anywhere within the geographical limits given below during the period of insurance stated in the schedule.

2) All costs and expenses incurred by you (except as described in 3 below) with our written consent in respect of any claim against you which may be covered by this policy.

3) The payment of legal and other defence fees incurred with our written consent, up to a limit of £50,000 arising out of any one occurrence, for your representation at any Coroner’s Inquest or Fatal Accident Inquiry in respect of any death and at which your employee or principal, including any director, partner, or senior official, of yours has been requested to give evidence and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in injury or loss of or damage to property which may be covered by this policy.

Geographical limits

a) in Great Britain Northern Ireland the Channel Islands or the Isle of Man
b) whilst temporarily outside the countries named in (a) provided that any such employee is
   (i) ordinarily resident in any of the aforesaid countries
   (ii) engaged in non-manual work

Limit of liability

The most we will pay under this section (including any extensions) for damages in respect of any one claim against you or series of claims against you arising out of one occurrence shall not exceed in the aggregate the limit of liability stated in the schedule.

Any costs and expenses incurred by you in respect of this section under this policy will be payable in addition to the limit of liability stated in the schedule.

Extensions

These apply in addition to the general extensions

1. Motor vehicles tool of trade risk

   We will cover you under the terms of this policy in respect of liability for injury or loss of or damage to property caused by or arising from:

   a) the use of plant as a tool of trade at your premises or on any site at which you are working
   b) the loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle
   c) damage to any building bridge weighbridge road or to anything beneath caused by vibration or by the weight of any vehicle or its load

   We will not cover you against liability:

   a) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle
   b) for which insurance is provided by any other policy

2. Motor contingent liability

   We will cover you in respect of liability for injury or damage to property arising from the ownership, possession or use under your control or the control of any of your employees of any mechanically propelled vehicle, including anything attached to it, used in circumstances where insurance or security is required by any road traffic legislation or where insurance is already provided by any other policy or security, caused by or arising from any motor vehicle or anything attached to it, not belonging to or provided by you, being used by an employee in the course of the business.

   We will not cover you against liability

   a) in respect of damage to any such vehicle or trailer or property conveyed therein or thereon
   b) for which insurance is provided by any other insurance
   c) caused or arising whilst such vehicle or trailer is
Section 9 – Public liability

(i) engaged in racing pace-making reliability trials or speed testing or
(ii) being driven by you or
(iii) being driven with the general consent of you or their representative by any person who to the knowledge of you or other such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence or
(iv) used elsewhere than within the geographical limits

3. Movement of obstructing vehicles
We will cover you in respect of liability for injury or loss of or damage to property caused by or arising from any vehicle (not owned or hired by or lent to you) being driven by you or by any employee with your permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians.

We will only cover you under this section extension if:
   a) movements are limited to vehicles parked on or obstructing your premises or any site at which you are working; and
   b) the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle; and
   c) the vehicle causing obstruction is driven by use of the owner's ignition key

We will not cover you against liability
   a) in respect of damage to such vehicle
   b) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle

4. Defective premises act
We will cover you in respect of liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any premises previously owned or occupied by you for purposes pertaining to the business and which have since been disposed of by you.

We will not cover you against liability
   a) for which insurance is provided by any other insurance
   b) for the costs of remedying any defect or alleged defect in such premises

5. Leased or rented premises
We will cover you in respect of liability for loss of, or damage to, premises including their contents being leased or rented to you.

We will not cover you against liability assumed by you under any agreement, which would not have attached in the absence of such agreement.

6. Overseas personal liability
We will cover
   a) you
   b) at your request
      (i) any director partner or employee of yours
      (ii) any spouse or child of the persons stated in a) or b) i) above who are accompanying such persons

in respect of personal liability incurred by such persons for accidental injury to any person or accidental loss of or damage to property in connection with an event occurring in a country outside of the geographical limits of section 9 whilst on a temporary visit to such country in connection with the business.

Provided that
   a) any insured person under this section extension shall as though they were you be subject to the introduction, the customer service information, the general definitions, general conditions, general exclusions, sections, section extensions, the schedule and any endorsements to this policy;
   b) nothing in this section extension shall increase our liability to pay any amount exceeding the limit of liability stated in the schedule, regardless of the number of persons claiming to be covered.

We shall not cover you in respect of:
   a) contractual liability
   b) liability for which insurance is provided by any other insurance
   c) liability in respect of damage to property belonging to or in the custody or under the control of any person insured under this section extension
   d) liability in respect of injury to any insured person under this section extension
   e) liability caused by or arising from
      i) the ownership or occupation of land or buildings
      ii) the carrying on of any business profession trade or employment
      iii) the ownership possession or use of animals other than domestic dogs or cats.
Section 9 – Public liability

7. Data Protection Act
If you have registered in accordance with the terms of the Data Protection Act 1998, or have applied for such registration which has not been refused or withdrawn, we will cover you under this section 9 extension in respect of compensation for damage arising out of any claim under Section 13(2) of the Data Protection Act 1998 not otherwise insured hereunder and first made against you during the period of insurance stated in the schedule.

We shall not cover you for damages, costs and expenses that exceed the Limits of Liability stated in the schedule, and notwithstanding anything stated in the schedule or elsewhere in this policy to the contrary the said limit of liability shall for the purpose of this section extension apply in respect of the total of all claims during the period of insurance stated in the schedule.

We shall not cover you in respect of:

a) for 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000
b) liability caused by or arising from a deliberate act by or omission of any person entitled to insurance under this section extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
c) for the costs of replacing reinstating rectifying or erasing any personal data
d) liability caused by, or arising from, any incident or circumstances known to you at the start of the period of insurance stated in the schedule which may give rise to a claim;
e) caused by or arising from the recording processing or provision of data for reward or the determining of the financial status of a person
f) contractual liability
g) liability in respect of injury to any person or damage to property

8. Indemnity to principal
We will cover any principal under this section against liability in respect of injury or loss of, or damage to, property, to the extent that any contract or agreement entered into by you with any principal so requires.

Provided that

a) payment would been made against you
b) the principal shall observe fulfil and be subject to the terms conditions and endorsements of this policy as far as they can apply
c) No payment will be made by us in respect of liquidated damages or under any penalty clause;
d) payment made by Us under section 8 shall only apply in respect of liability to any person who is an Employee.

9. Cross liabilities
If you are comprised of more than one party, we will under this section make payment to each party in the same manner and to the same extent as if a separate policy had been issued to each party.

Nothing in this extension shall increase the limit of liability of the operative section(s) stated in the schedule, regardless of the number of persons claiming to be insured by this policy.

10. Health and Safety at Work Act etc and Corporate Manslaughter
We will cover you and at your request any director, partner, senior official or employee of yours, in respect of legal costs and expenses incurred with our written consent in the defence of any prosecution or (subject to the provisions below) incurred in connection with appeal against conviction arising from such prosecution under the provisions of:

1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
2) the Corporate Manslaughter and Corporate Homicide Act 2007

Provided that the proceedings relate to an offence alleged to have been committed during the period of insurance and in the course of the business, and where there is also a claim or potential claim for damages against you or any of the additional persons insured, you are entitled to cover under this policy.

We will only pay the costs and expenses of legal representation for an appeal against conviction if:

a) any related claim against you for damages remains unsettled; and
b) in the opinion of the legal representatives acting for you an appeal is more likely than not to succeed; and

We shall not cover you for damages, costs and expenses that exceed the Limits of Liability stated in the schedule, and notwithstanding anything stated in the schedule or elsewhere in this policy to the contrary the said limit of liability shall for the purpose of this section extension apply in respect of the total of all claims during the period of insurance stated in the schedule.

We shall not cover you in respect of:

a) for 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000
b) liability caused by or arising from a deliberate act by or omission of any person entitled to insurance under this section extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
c) for the costs of replacing reinstating rectifying or erasing any personal data
d) liability caused by, or arising from, any incident or circumstances known to you at the start of the period of insurance stated in the schedule which may give rise to a claim;
e) caused by or arising from the recording processing or provision of data for reward or the determining of the financial status of a person
f) contractual liability
g) liability in respect of injury to any person or damage to property

8. Indemnity to principal
We will cover any principal under this section against liability in respect of injury or loss of, or damage to, property, to the extent that any contract or agreement entered into by you with any principal so requires.

Provided that

a) payment would been made against you
b) the principal shall observe fulfil and be subject to the terms conditions and endorsements of this policy as far as they can apply
c) No payment will be made by us in respect of liquidated damages or under any penalty clause;
d) payment made by Us under section 8 shall only apply in respect of liability to any person who is an Employee.

9. Cross liabilities
If you are comprised of more than one party, we will under this section make payment to each party in the same manner and to the same extent as if a separate policy had been issued to each party.

Nothing in this extension shall increase the limit of liability of the operative section(s) stated in the schedule, regardless of the number of persons claiming to be insured by this policy.

10. Health and Safety at Work Act etc and Corporate Manslaughter
We will cover you and at your request any director, partner, senior official or employee of yours, in respect of legal costs and expenses incurred with our written consent in the defence of any prosecution or (subject to the provisions below) incurred in connection with appeal against conviction arising from such prosecution under the provisions of:

1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
2) the Corporate Manslaughter and Corporate Homicide Act 2007

Provided that the proceedings relate to an offence alleged to have been committed during the period of insurance and in the course of the business, and where there is also a claim or potential claim for damages against you or any of the additional persons insured, you are entitled to cover under this policy.

We will only pay the costs and expenses of legal representation for an appeal against conviction if:

a) any related claim against you for damages remains unsettled; and
b) in the opinion of the legal representatives acting for you an appeal is more likely than not to succeed; and

We shall not cover you for damages, costs and expenses that exceed the Limits of Liability stated in the schedule, and notwithstanding anything stated in the schedule or elsewhere in this policy to the contrary the said limit of liability shall for the purpose of this section extension apply in respect of the total of all claims during the period of insurance stated in the schedule.
Section 9 – Public liability

We will not cover you in respect of:

e) fines or penalties of any kind, remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution, including any fee for intervention;
f) any circumstances for which cover is provided by any other insurance;
g) proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;
h) proceedings which arise out of any activity or risk excluded from this policy.

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

11. Court attendance costs
If any of the people mentioned below attend court as a witness at our request, in connection with a claim in respect of which you are entitled to insurance under this policy, we will provide compensation to you at the following rates per day for each day on which attendance is required:

c) £250 for you or any of the directors or partners of yours

d) £100 for any employee

Special condition – Applicable to any process involving the application of heat

It is a condition precedent to our liability under this insurance that the following special precautions will be complied with on each occasion in relation to any of the following work and that in relation to the following work no work shall be carried out unless specifically authorized by the occupier of the premises at which the work is to be undertaken and that the occupier shall specifically approve the following safety arrangements

a) Work involving any blow lamp, blow torch, flame gun or hot air gun or work involving electric gas or other welding cutting or portable grinding equipment

i. The area in which work is to be carried out (including adjoining shafts or openings and the area the other side of any wall or partition) is to be inspected to establish whether any combustible material (other than the property to be worked upon) is in danger of ignition either directly or by conduction of heat

ii. Wherever practicable all combustible material is to be removed to a distance of not less than 10 metres from the point of work and such material which cannot be removed is to be covered by overlapping sheets of non-combustible material or afforded equivalent protection

iii. Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work

iv. All burning equipment is to be lit and used in strict accordance with the manufacturer's instructions not left unattended when lit and extinguished immediately after use

v. Hot air guns are to be switched off when unattended and immediately after use

vi. All portable grinders are to be switched on and used in strict accordance with the manufacturers instructions and switched off when unattended and immediately after use

vii. A person who is competent in the use of fire extinguishing appliances is to be appointed to act as a firewatcher in conjunction with the operative using the equipment and to remain in attendance until use of all such equipment has ceased and all torches have been extinguished and all portable grinders switched off

viii. Wherever practicable gas cylinders not in use are to be kept outside the building in which the work is taking place or otherwise kept at least 15 metres from the point of work

ix. A continuous check that there is no fire or risk of fire is to be made in the vicinity of the point of work and immediately following completion of each period of work a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition) and a further check is to be made not less than 30 minutes immediately following the completion of each period of work A suitable employee is to be responsible for fire safety for each period of work

b) Work involving asphalt or bitumen tar boilers:

i. Regulation spill trays are to be used

ii. All tar boilers are to be kept wholly at ground level

iii. The equipment and work is not to be left unattended at any time whilst in use

iv. Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work

v. Immediately following completion of each period of work, a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition)
Section 9 – Public liability

Exclusions
These apply in addition to the general exclusions

We will not cover you under this section against liability

(a) for loss of or damage to property belonging to you or in the custody or control of the insured or of any employee of your other than
   (i) personal effects (including vehicle and their contents) of employees or visitors
   (ii) any premises including their contents not being premises leased or rented to you which are temporarily occupied by you for
       the purpose of carrying out work therein or thereon
   (iii) any other property on which you or any employees or agent of yours is, or has been carrying out work but we will not
       indemnify you in respect of loss or damage to that part of any property being worked upon
(b) arising from the ownership possession or use under the control of you or of any employee of yours of
   (i) any mechanically propelled vehicle including anything attached to it used in circumstances where insurance or security is
       required by any road traffic legislation or where indemnity is provided by any other policy or security
   (ii) any craft intended to travel through air or space or other aerial devices hovercraft or watercraft (other than hand propelled
       watercraft or sailing craft not exceeding six metres in length)
(c) for loss caused by any goods after they have left your the custody or control other than food or drink supplied primarily for the use of
   your employees or for entertainment purposes
(d) for loss arising from professional advice given separately for a fee or other charge by you or by anyone on your behalf or in
   circumstances where a fee would normally be charged
(e) for the amount of the excess stated in the schedule
(f) for injury sustained by an employee which arises out of and in the course of their employment or engagement by you,
(g) for loss of, or damage, or legal liability occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies
   hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or
   nationalisation or requisition or destruction of or damage to property by or under the order of any government, or public, or local
   authority.
(h) for loss of, or damage to, or any costs or expense incurred in repairing, replacing, removing, rectifying, recalling, or making any refund in
   respect of goods.
(i) for liability arising from goods used with your knowledge in connection with aircraft and other aerospatial devices (including drones),
   watercraft, or offshore structures.
(j) for injury, loss, damage, cost or expense of any kind caused by, resulting from or in connection with, any component building material
   that must be removed, encapsulated or otherwise abated because its presence or release is a hazard to human health.
(k) for injury, loss, damage, cost or expense of any kind caused by, resulting from or in connection with any fungus of any kind, including but
   not limited to mildew, mould, spores or allergens.
(l) any liability caused by, or arising out of pollution, or contamination of buildings or other structures or of water or land or the atmosphere,
   but this exclusion shall not apply in respect of pollution or contamination caused by a sudden identifiable, unintended and unexpected
   incident which takes place in its entirety at a specific moment in time and place during the period of insurance stated in the schedule.
Section 10 – Products liability

Insuring clause

We shall cover you under the terms of this policy in respect of:

1) All sums which you shall become legally liable to pay as damages including claimants’ costs and expenses in respect of:
   a) Accidental injury to any person; and
   b) Accidental physical loss of, or physical damage to, property, caused by any Goods occurring anywhere within the geographical limits given below during the policy Period stated in the schedule which arises in connection with the Business.

2) All costs and expenses incurred by you (except as described in 3 below) with our written consent in respect of any claim against you which may be covered by this policy.

3) The payment of legal and other defence fees incurred with our written consent up to a limit of £50,000 arising out of any one occurrence for your representation at any Coroner’s Inquest or Fatal Accident Inquiry in respect of any death and at which an employee or principal including a director, partner, or senior official, of yours has been requested to give evidence and at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in injury or loss of or damage to property in respect of any goods.

Geographical limits

Anywhere in the world other than at your premises during the period of insurance stated in the schedule and caused by any goods.

Limit of liability

The most we will pay under this section (including any extensions) in respect of damages awarded against you shall not exceed in the aggregate during the period of insurance the limit of liability stated in the schedule.

Any costs and expenses incurred by you in respect of this section, will be payable in addition to the limit of liability.

Extensions

These apply in addition to the general extensions

1. Consumer Protection Act and Food Safety Act

We will cover you, and at your request any principal, including any director, partner, senior official, or any employee of yours, under this section 10 extension, for legal costs and expenses incurred with our written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 and Sections 7 and 8 of the Food Safety Act 1990, including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection.

Provided that
   a) the proceedings relate to an offence alleged to have been committed during the period of insurance and in the course of the business
   b) the principal, including a director, partner or senior official, or employee shall as though they were you be subject to the terms, conditions, exclusions and limitations of this policy insofar as they can apply.

We shall not cover you in respect of:

a) fines or penalties of any kind;
   b) any proceedings arising from circumstances for which insurance is already provided by any other policy;
   c) proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this section 10 extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;
   d) proceedings which arise out of any activity or risk excluded from this policy.

2. Indemnity to principal

We will cover any principal under this section against liability in respect of injury or loss of, or damage to, property, to the extent that any contract or agreement entered into by you with any principal so requires.

Provided that

  e) payment would been made against you
   f) the principal shall observe fulfil and be subject to the terms conditions and endorsements of this policy as far as they can apply
   g) No payment will be made by us in respect of liquidated damages or under any penalty clause;
   h) payment made by us under section 8 shall only apply in respect of liability to any person who is an Employee.
Section 10 – Products liability

3. **Cross liabilities**
   If you are comprised of more than one party, we will under this section make payment to each party in the same manner and to the same extent as if a separate policy had been issued to each party.

   Nothing in this extension shall increase the limits of liability of the operative section(s) stated in the schedule, regardless of the number of persons claiming to be insured by this policy.

4. **Health and Safety at Work Act etc and Corporate Manslaughter**
   We will cover you and at your request any director, partner, senior official or employee of yours, in respect of legal costs and expenses incurred with our written consent in the defence of any prosecution or (subject to the provisions below) incurred in connection with appeal against conviction arising from such prosecution under the provisions of:

   3) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
   4) the Corporate Manslaughter and Corporate Homicide Act 2007

   Provided that the proceedings relate to an offence alleged to have been committed during the period of insurance and in the course of the business, and where there is also a claim or potential claim for damages against you or any of the additional persons insured, you are entitled to cover under this policy.

   We will only pay the costs and expenses of legal representation for an appeal against conviction if:

   d) any related claim against you for damages remains unsettled; and
   e) in the opinion of the legal representatives acting for you an appeal is more likely than not to succeed; and
   f) the total amount of any damages likely to be awarded against you exceeds the total cost of legal representation for an appeal.

   We will not cover you in respect of:

   i) fines or penalties of any kind, remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution, including any fee for intervention;
   j) any circumstances for which cover is provided by any other insurance;
   k) proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;
   l) proceedings which arise out of any activity or risk excluded from this policy.

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

5. **Court attendance costs**
   If any of the people mentioned below attend court as a witness at our request, in connection with a claim in respect of which you are entitled to insurance under this policy, we will provide compensation to you at the following rates per day for each day on which attendance is required:

   e) £250 for you or any of the directors or partners of yours
   f) £100 for any employee

Exclusions

We will not cover you under this section in respect of liability:

1) caused by, or in connection with, any goods which to your knowledge are for export to, or use in, the United States of America or Canada;
2) caused by any goods in your custody or control;
3) the amount shown as excess in the schedule.
4) for injury sustained by an employee which arises out of and in the course of their employment or engagement by you.
5) for loss of, or damage, or legal liability occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government, or public, or local authority.
6) for loss of, or damage to, or any costs or expense incurred in repairing, replacing, removing, rectifying, recalling, or making any refund in respect of goods.
7) for liability arising from goods used with your knowledge in connection with aircraft and other aerospatial devices (including drones), watercraft, or offshore structures.
8) for injury, loss, damage, cost or expense of any kind caused by, resulting from or in connection with, any component building material that must be removed, encapsulated or otherwise abated because its presence or release is a hazard to human health.
Section 10 – Products liability

9) for injury, loss, damage, cost or expense of any kind caused by, resulting from or in connection with any fungus of any kind, including but not limited to mildew, mould, spores or allergens.

10) any liability caused by, or arising out of pollution, or contamination of buildings or other structures or of water or land or the atmosphere, but this exclusion shall not apply in respect of pollution or contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the period of insurance stated in the schedule.
Section 11 – Contract works and employee tools

Insuring clause

Part 1 – Contract works
The insurance by this Section is in respect of damage to the Contract works occurring

Transit
whilst in transit (other than by sea or air) in the United Kingdom to or from the contract site (including any loading or unloading in connection therewith).

Contract site
whilst on the contract site or adjacent thereto until the issue of a certificate of completion or until taken over by the principal and for fourteen days thereafter where you are required to insure under the terms of the contract.

Maintenance visits
during the period of maintenance of defects liability not exceeding twelve months occasioned by the contractor in the course of any operations carried out by him on the contract site for the purpose of complying with his obligations under the maintenance or defects liability clause in the contract.

Provided that you will demonstrate that any damage which is first revealed during the period of maintenance or defects liability is the responsibility of the contractor under the terms of the Contract.

Part 2 – Employees’ tools
The insurance by this Section is in respect of damage to Employees Personal Tools and Personal Effects whilst on the contract site or adjacent thereto.

Limit of Liability
The amount of liability under this policy shall not exceed in addition to the amounts stated in the extensions.

Under Part 1
The sum insured stated in the schedule

Under Part 2
In respect of any one item of property insured the market value of the item at the time of the damage

In respect of any one employee the sum of £1000

The sum insured stated in the schedule.
Section 11 – Contract works and employee tools

Extensions

The insurance by Section 11 Part 1. of this policy is extended to cover

Offsite storage
Damage as herein provided to the property insured whilst in store at any situation in the United Kingdom other than the contract site but not where the value of the property insured in store exceeds £25,000 unless our prior consent has been obtained. Provided that you are responsible for such damage under the terms of the contract.

Speculative building
Property being built or erected by you other than under a contract. In respect of such property cover shall cease to apply from the date such property is sold or let or three months after the date of completion of the work of building or erecting such property whichever is the earlier

Completion shall mean completion apart from a prospective purchasers or tenants choice of decorations and/or final fitments.

Principals indemnity
Any principal in a like manner to you where required by the conditions of the contract in respect of contracts undertaken in the United Kingdom only.

JCT contract conditions
The following where the Insured undertakes a contract under JCT Standard Form of Building Contract 1998 (or the equivalent thereof)

In respect of damage to the property insured by any of the specified perils defined in the above mentioned Standard Form of Building contract it is agreed that so far as is required by the sub-contract we will not pursue any rights of subrogation against sub-contractors directly engaged by you.

Expediting expenses
The costs necessarily and reasonably incurred by you in making temporary repairs and expediting permanent repair including overtime working and the use of rapid transport in consequence of damage to the contract works for which you are indemnified by Part 1. Provided that the amount payable shall not exceed fifty per cent of the cost of repair had such costs not been incurred.

Escalation clause
The cover provided by this policy in respect of Part 1. of the insured property may be increased by an amount not exceeding 25% of the sum insured stated in the schedule provided that such increase is included in the declaration provided to us in accordance with the declaration adjustment condition in this policy.

Free issue materials
Reference to materials under the definition of contract works is deemed to include materials supplied to you for inclusion in the contract works for which you are responsible under the terms of any insured contract provided that the value of such materials is included within both the sum insured and the declaration condition provided to us in accordance with the declaration adjustment condition in this policy.

Automatic sum insured reinstatement following a claim
The sums insured will not be reduced by the amount of any claim

In consideration of this extension you will pay an additional premium at a rate to be agreed on the amount of each claim for the period from the date of the incident to the date of the expiry of the period of insurance and any such additional premium will disregarded for the purpose of any adjustment of premium under the adjustment of premium condition in this policy.

Debris removal
The costs and expenses necessarily incurred by you with our consent in

- removing debris
- dismantling and/or demolishing
- shoring up propping and fencing off
- repairing or cleaning drains sewers service mains and the like and/or dewatering
- temporary boarding up of windows following breakage of glass

Following damage to the contract works for which you are indemnified by Part 1. provided that the amount payable shall not exceed ten percent of the limit of liability in respect of Part 1.
Section 11 – Contract works and employee tools

Professional fees
The cost of architects, surveyors, consulting engineers and other professional fees necessarily and reasonably incurred in the re-instatement of the property insured following damage to the contract works for which you are indemnified by Part 1 not being fees for preparing any claim. Provided that the amount payable shall not exceed those authorised by the appropriate professional body or two and half per cent of the contract price whichever is the greater.

Plans
The cost of rewriting or redrawing documents drawings and business books but only for the value of the materials as stationery and the cost of clerical labour in writing up and not for the value of the information contained therein. Provided that the amount payable shall not exceed two and half per cent of the contract price.

Public authorities’ clause
The additional cost of re-instatement following damage to property insured for which you are indemnified by Part 1 of this policy solely to comply with any regulations arising out of an act of Parliament or with bye-laws of any Municipal or Local Authority or European Union directive.

Provided that:
Re-instatement (which may be carried out upon another site subject to the liability not being increased thereby) is carried out without delay

The amount recoverable under this clause shall not include:

a) The costs incurred in complying with regulations or bye-laws intimated to you prior to the happening of the damage
b) The costs incurred in respect of undamaged property
c) The amount of any rate tax duty development or other charge which may become payable following compliance with such regulations or bye-laws.

The amount payable shall not exceed shall not exceed five per cent of the contract price

Special condition – Applicable to any process involving the application of heat

It is a condition precedent to our liability under Section 11 Part 1. of this insurance that the following special precautions will be complied with on each occasion in relation to any of the following work and that in relation to the following work no work shall be carried out unless specifically authorized by the occupier of the premises at which the work is to be undertaken and that the occupier shall specifically approve the following safety arrangements

a) Work involving any blow lamp, blow torch, flame gun or hot air gun or work involving electric gas or other welding cutting or portable grinding equipment
   i. The area in which work is to be carried out (including adjoining shafts or openings and the area the other side of any wall or partition) is to be inspected to establish whether any combustible material (other than the property to be worked upon) is in danger of ignition either directly or by conduction of heat
   ii. Wherever practicable all combustible material is to be removed to a distance of not less than 10 metres from the point of work and such material which cannot be removed is to be covered by overlapping sheets of non-combustible material or afforded equivalent protection
   iii. Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work
   iv. All burning equipment is to be lit and used in strict accordance with the manufacturer’s instructions not left unattended when lit and extinguished immediately after use
   v. Hot air guns are to be switched off when unattended and immediately after use
   vi. All portable grinders are to be switched on and used in strict accordance with the manufacturers instructions and switched off when unattended and immediately after use
   vii. A person who is competent in the use of fire extinguishing appliances is to be appointed to act as a firewatcher in conjunction with the operative using the equipment and to remain in attendance until use of all such equipment has ceased and all torches have been extinguished and all portable grinders switched off
   viii. Wherever practicable gas cylinders not in use are to be kept outside the building in which the work is taking place or otherwise kept at least 15 metres from the point of work
   ix. A continuous check that there is no fire or risk of fire is to be made in the vicinity of the point of work and immediately following completion of each period of work a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition) and a further check is to be made not less than 30 minutes immediately following the completion of each period of work A suitable employee is to be responsible for fire safety for each period of work

b) Work involving asphalt or bitumen tar boilers:
   i. Regulation spill trays are to be used
   ii. All tar boilers are to be kept wholly at ground level
   iii. The equipment and work is not to be left unattended at any time whilst in use
   iv. Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work
   v. Immediately following completion of each period of work a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition)
Section 11 – Contract works and employee tools

Exclusions

We will not be liable under Section 11 Part 1. contract works of this policy in respect of

Existing structures
Damage to any property forming or which has formed part of any existing structure prior to the commencement of the contract (or speculative building as provided for by extension to Part 1).

Breakdown during testing
Damage to any item of machinery caused by its own explosion, mechanical, electrical breakdown, failure, breakage or derangement.

Normal Upkeep
Normal upkeep or normal making good.

Limited defective condition exclusion (DE3)
The cost of repairing, replacing or rectifying any:

a) property insured which is in defective condition due to a defect in design, plan, specification, materials or workmanship of such property insured or any part thereof.

b) property insured lost or damaged to enable the repair, replacement or rectification of property insured excluded by a) above.

Part a) above shall not apply to other property insured, which is free of the defective condition but is damaged as a consequence thereof. For the purpose of this policy and not merely this exclusion the property insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the property insured or part thereof.

Occupation of the works
Damage due to the use or occupancy other than as dwellings or offices of any portion of the permanent works by any owner tenant or occupier other than as herein provided.

Relief under contract
Damage for which you are relieved of responsibility by the conditions of the contract

Non-ferrous metals
Theft of unfixed non-ferrous metals of any description unless at the time of the theft either:

a) an authorised employee or agent of yours is actually on site or

b) such property is contained in a securely locked hut or building

Money
Deeds bonds bills of exchange promissory notes cash bank notes cheque securities for money or stamps.

Sea and Air Transit
Damage occurring whilst any property is in transit by sea or air.

Consequential loss
Liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or other consequential loss of whatsoever nature.

Inventory losses
Loss of the property insured by its disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or loss of the property insured is discovered due to its being stolen or otherwise missing unless such loss is identifiable by you with a specific occurrence which has been the subject of notification under the terms of the Claims procedure condition including reporting the matter to the Police.

Waterborne risks
Damage to any airborne or waterborne vessel or craft marine rig platform or property situated on any such vessel craft marine rig or platform.

Wear, tear & corrosion
The cost of rectification or making good of wear and tear gradual deterioration due to atmospheric conditions or otherwise rust corrosion or oxidation or scratching of painted or polished surfaces.

Wilful act
Damage caused by the wilful act or wilful neglect by you.
Section 11 – Contract works and employee tools

**Water table level**
**Damage** attributable solely to a change in the water table level.

**Permanent works**
**Damage** to the permanent works or any part thereof after such works have been taken over or taken into use (whichever is the earlier) by the Employer/Purchaser/Principal (except as provided for by Part 1 – **contract works** – maintenance visits).

**Improvements**
Any costs incurred in connection with or in consequence of improvements, overhauls following **damage** but not forming part of the work insured under this policy.

**Deductible**
The amount stated in the schedule as the deductible in respect of the cost of each and every occurrence for which **you** are indemnified by this policy. It is agreed that any **damage** to the **property** insured arising on any contract site during any one period of 72 consecutive hours caused by earthquake, storm, tempest or flood shall be deemed to be a single event and therefore to constitute one occurrence. For the purpose of the foregoing the commencement of any such period shall be decided by **you**, it being understood and agreed that there shall be no overlapping of any two or more such periods.

**Contractors Plant**
Contractors plant and equipment owned borrowed on loan to or hired in by **you**.

**Fly-tipping**
The costs incurred in clearing and removing any property illegally deposited in on or around a **contract site**
Insuring clause

Part 1
Damage to owned property
in the event of damage (subject to any exclusions) to property owned by or on deferred purchase or lease to you happening during the period of insurance whilst situated or in transit anywhere within the territorial limits and at the time of such damage the property

a) is less than or equal to 18 months old from the date of sale as new the amount payable by us shall be reinstatement value
b) is more than 18 months old from the date of sale as new we will pay to you the value of the property at the time of the damage or the cost of repair of the damage to a condition substantially the same as but not better or more extensive than the condition at the time of the damage or at its option reinstate or replace such property.

Part 2
Damage to other property
in the event of damage (subject to any exclusions) to property hired in by you, or property for which you are legally responsible to insure prior to the occurrence of any damage, happening during the period of insurance whilst situated or in transit anywhere within the territorial limits we will pay to you all sums which you shall become legally liable to pay

a) damage to the property hired in by you, or property for which the you are legally responsible and;

b) hiring charges levied upon you in consequence of such damage

Limit of Liability

Our liability shall not exceed

a) if cover is provided by this policy in respect of Part 1. the sums insured stated in the schedule or the balance of such sums insured remaining after deduction for any other damage occurring during the same period of insurance unless we have agreed to reinstate any such sum insured provided that the property description is on a specified item basis otherwise;

b) if cover is provided by this policy in respect of Part 1 and/or 2 in total in respect of any one incident of damage or series of incidents of damage from a common cause the limit of liability stated in the schedule.

Where the basis of payment is to be reinstatement value payment of reinstatement value shall not be made

a) unless reinstatement commences and proceeds without unreasonable delay or;

b) until reinstatement has been carried out.

if at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property exceeds the sum insured thereon at the commencement of any damage our liability shall not exceed that proportion of the amount of the damage which the sum insured shall bear to the sum representing the cost of reinstating the whole of the property at that time.

in the event that the insured consists of more than one party or legal entity our liability shall not exceed the amount for which we would have been liable had such damage been sustained by any one of the insured parties or legal entities.
Section 12 – Contractors’ plant and equipment

Extensions

Hiring out
The cover provided by this policy is extended to include property whilst hired out provided that

a) the terms of any such hiring out covered by Part 1. are no less onerous than the recognised standard hire conditions in the territory concerned.
b) the terms of any such hiring out covered by Part 2. are no less onerous than those terms under which the property was hired in by you.

Indemnity to other parties
The cover provided by this policy is extended to include your employer/purchaser/principal/financier/head contractor/property owner/other party solely to the extent required by the conditions of contract in force between you and the employer/purchaser/principal/financier/head contractor/property owner/other party provided always that such employer/purchaser/principal/financier/head contractor/property owner/other party shall act as if they were the Insured observe fulfil and be subject to the terms exclusions and conditions of the policy.

Immobilised property
The cover provided by this policy is extended to include costs necessarily and reasonably incurred by you to recover property which has become accidentally immobilised during normal operations other than by its own explosion mechanical or electrical breakdown failure breakage or derangement (including but not limited to damage caused by any failure to maintain the property in accordance with the manufacturers recommendations but not including damage caused by the error or omission of the driver(s) or operator(s) of the property other than in respect of failure to maintain) provided that

a) our liability shall not exceed £25,000 in respect of all recoveries during any period of insurance
b) such costs do not exceed the sum which would otherwise have been payable under the terms of this policy had such costs not been incurred
c) we shall not be liable in respect of damage in order to effect recovery of property

Subrogation waiver
We agree to waive any rights and remedies or relief to which it may become entitled by subrogation against any Insured named or described by this policy.

This subrogation waiver extends to include all directors, officers, employees or servants of any of the Insured entities.
Section 12 – Contractors’ plant and equipment

Special conditions

All of the special conditions are conditions precedent to our liability under Section 12 of this policy.

Cranes
You shall ensure that all crane operations are undertaken only on firm and level ground and that such items are in a blocked or stabilised position when performing such operations.

Jibs/Booms
You shall ensure that jibs/booms on cranes or similar lifting appliances are lowered to ground level at the end of each working day and/or when such items are not in use.

Maintenance of Property
You shall ensure that all property is operated and maintained in accordance with manufacturer’s recommendations.

Overload Alarms
You shall ensure that all cranes are fitted with overload alarm systems and wind speed indicators and that such systems/indicators are monitored in an operational working condition.

Operators
You shall ensure that all operators of the property are licensed to operate such property in accordance with statutory regulations. In areas where there is no statutory requirement the operators must have completed your internal training programme and in all cases have sufficient practical experience with proof of same being supplied to Insurers.

Reasonable Precautions
You shall take all reasonable precautions to prevent damage.

Security of contractors’ plant and equipment
It is a condition precedent to our liability for theft under section 12. Contractors’ plant and equipment that whilst plant and equipment is left unattended overnight or at weekends:

a) All Category A plant and equipment with a replacement value in excess of £75,000 will be fitted with a tracking device
b) All Category A, B and C plant and equipment will be fitted with a visible immobilising device and/or hydraulic lock
c) All Category D, E and F plant and equipment shall be retained
   i) within a locked building or
   ii) within a locked container or receptacle which must be retained within a secure or attended garage or yard or
   iii) within a locked and alarmed vehicle which must be situated within a secure or attended garage or yard

Categories of plant and equipment
A - Driven Equipment comprising Large Tracked and Wheeled Machines greater than 3 tonnes
B - Driven Equipment comprising Compact and Smaller Driven Equipment less than 3 tonnes
C - Non-Driven Equipment and Towed Plant with Axle
D - Non-Driven Mobile/Portable Attachments and Equipment
E - Power Tools
F - Non-Powered Items

In accordance with the Home Office Security Guidance Document for Agricultural and Construction Plant. Publication no 64/02

Special Precautions
You shall maintain the property in an efficient condition and fit for its purpose and shall ensure that any property requiring inspection or test under any statute or order or regulation shall be so inspected or tested.
Section 12 – Contractors’ plant and equipment

Exclusions

We will not be liable under Section 12 of this policy in respect of

Breakdown
Damage in respect of Part 1. to any item by its own explosion mechanical or electrical breakdown, failure breakage or derangement. This exclusion does not apply to resultant damage to the property (other than in respect of jibs and booms on cranes or similar lifting appliances) which results from explosion mechanical or electrical breakdown, failure, breakage or derangement.

Hydraulic fluids
Damage arising from fire caused by the combustion of fuel of or hydraulic fluids escaping as a result of damage to or deterioration of pipes hoses or similar lines unless they have been regularly inspected and maintained in accordance with manufacturer’s recommended service and maintenance intervals and standards and a record of such has been kept by you.

The onus of proving that inspections and maintenance have been carried out accordingly shall be yours.

Rubber tyres
Damage to rubber tyres unless such damage arises out of an accident for which cover is provided under this policy to other parts of the property or unless such damage arises out of a malicious act which necessitates replacement of such tyres repair thereof being impracticable.

Unexplained losses
Loss of property due to theft or otherwise missing unless such loss is identifiable by you with a specific occurrence which has been notified under the terms of the claims conditions and within 14 days of discovery.

Waterborne vessels
Damage to waterborne vessels or craft or property on such vessels or craft but this exclusion shall not apply to property on such vessels or craft whilst being transported by inland waterway.

Underground recovery
a) damage to property occurring underground unless the property can be repaired underground or brought back to the surface at your own expense.
b) abandonment howsoever occurring and from any cause whatsoever in respect of property underground.

Your contribution
The deductible stated in the schedule being the first part of each and every claim to be borne by you as ascertained after the application of all other terms and conditions of the policy.

Fixed property
 Fixed or static property which is more specifically insured elsewhere.

Drilling rigs and tunnel boring machines
Oil and gas well drilling rigs and/or tunnel boring machines.

Pollution or contamination
Damage caused by pollution or contamination except (unless otherwise excluded) damage caused by pollution or contamination which itself results from any damage.

Transit by Air & Sea
Damage occurring whilst the property is in transit by sea or air.

Corrosion or erosion
Damage consisting of or caused by any form of corrosion or erosion howsoever the same may arise but this exclusion shall not apply to damage to any other part of the property free from such corrosion or erosion.

Wear & Tear
Damage consisting of or caused by gradually occurring wear and tear or deterioration which is both predictable and inevitable from the normal operation or usage of the property but this exclusion shall not apply to damage to any other part of the property free from any such condition.

Financial Loss
Loss of any kind whatsoever including financial loss, loss of profits loss due to delay or any consequential loss of any kind whatsoever not otherwise specifically covered by this policy.
Section 12 – Contractors’ plant and equipment

Radioactive Contamination
Damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by arising from
   a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
   b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Multiple Lifting
Damage to any property whilst undertaking lifting operations in which a single load is shared between more than one item of lifting equipment at the same time.
Section 13 – Directors and Officers liability

Definitions

The following words will have the same meaning wherever they appear in this section of the policy or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording.

Claim

a) any writ or summons or other application of any description whatsoever or cross claim or counter claim issued against or served upon any **director** or **officer** for any **wrongful act**; or

b) any written communication alleging a **wrongful act** communicated to any **director** or **officer**.

Company

The company stated in the schedule and shall include all **subsidiary companies**.

Costs and expenses

All reasonable and necessary fees and expenses incurred by or on behalf of the **directors** or **officers** with our written consent (such consent shall not unreasonably be withheld) resulting solely from the investigation, defence, monitoring or settlement of any **claim** and appeals therefrom.

a) **We** shall also pay on behalf of the **directors** and **officers**, costs and expenses arising out of the prosecution criminal or otherwise) of any **director** or **officer** or the attendance of any **director** or **officer** at any official investigation, examination, inquiry or other proceedings ordered or commissioned by any official body by reason of a **wrongful act**.

b) **We** shall also pay on behalf of the **company**, costs and expenses incurred by any shareholder of the **company** in pursuing a **claim** during the **period of insurance** against any **director** or **officer** of the **company** which the **company** is legally obligated to pay pursuant to any order of the court.

Costs and expenses shall not mean salaries, commissions, expenses or other benefits of the **directors** or **officers** or employees of the company.

Director or officer

a) any natural person who was or is or may hereafter be a **director** or **officer** of the **company** or is construed so to be within the meaning of any applicable law or regulation governing such matters, and

b) in the event of the death or incompetency of any person that falls within paragraph a) above, their estate, heirs, legal representatives or assigns for legal liabilities incurred due to any **wrongful act** of any person that falls within paragraph a) above.

Loss

Legal liability of the **directors** or **officers** to pay

a) damages or costs awarded against the **directors** or **officers**;

b) settlements as agreed by **us** (such agreement shall not unreasonably be withheld); and

c) **costs and expenses**.

Period of insurance

The period stated in the schedule. However:

a) In the event **we** refuse to renew this policy, the **directors** and **officers** and the **company** shall have the right to an extension of the cover granted by this policy in respect of any **wrongful act** committed or alleged to have been committed prior to the expiry date of this policy provide that this right is exercised by written notice to **us** within ten (10) days of cessation of this policy.

It is understood and agreed that:

i) the cover granted by paragraph a) above shall be for a period of ninety (90) days beginning from the expiry date of this policy; and

ii) **our** quotation of different premiums, terms, limitations, exclusions or limit of **our aggregate** liability at renewal does not constitute a refusal to renew.

b) In the event of the takeover or merger of the **company** as stated in the clause relating to Takeover and Merger of the policy, paragraph a) above is deleted and period of insurance shall mean the period stated in the schedule plus one hundred and eighty (180) days thereafter. Notwithstanding b) hereof, period of insurance shall not exceed a period of eighteen (18) calendar months from the earliest date stated in the schedule. The limit of **our aggregate** liability stated in the schedule shall not in any way be increased by virtue of paragraphs a) or b) above.

Subsidiary company

a) **Any company** of which the **company** (either directly or indirectly through one or more of its subsidiary companies as defined herein) before the inception date of this policy

i) controls the composition of the board of directors;

ii) controls more than half of the voting power; or

iii) holds more than half of the issued share capital.

b) **Subsidiary company** shall not mean any company which does not fall within paragraph a) above, unless with **our** prior written consent.

Wrongful act

Any actual or alleged wrongful act or omission by **directors** or **officers**, individually or collectively, by reason of their being **directors** or **officers** of the **company**. Related or continuous or repeated or causally-connected wrongful acts shall constitute a single wrongful act.
Section 13 – Directors and Officers liability

Insuring clause

We will pay

a) on behalf of the directors or officers of the company, loss arising from any claim first made against them during the period of insurance and notified to us during the period of insurance by reason of any wrongful act committed in the capacity of director or officer of the company except for and to the extent that the company has indemnified the directors or officers.
b) on behalf of the company, loss arising from any claim first made against the directors or officers during the period of insurance and notified to us during period of insurance by reason of any wrongful act committed in the capacity of director or officer of the company by only when and to the extent that the company shall be required or permitted to indemnify the directors or officers pursuant to the law, whether common or statutory, or the Memorandum of Articles of Association.

Exclusions

We shall not pay any loss arising from any claim

1. where legal action or litigation is brought in a court of law within the United States of America and/or Canada or where legal action or litigation is brought in a court of law outside those territories to enforce a judgment in those territories whether by way of reciprocal agreement or otherwise.
2. to the extent that an indemnity or payment is available from any source, other than this policy.
3. for any actual or alleged bodily injury, sickness, disease or death of any person or any actual or alleged damage to or destruction of any tangible property, including loss of use thereof.
4. based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual or alleged seepage, pollution or contamination of any kind, provided, however, that we shall pay on behalf of the directors and officers costs and expenses incurred in any investigation, examination, inquiry, court of law or other proceedings ordered or commissioned in the first instance by any official body within the Great Britain, Northern Ireland, the Channel Islands and the Isle of Man in respect of any wrongful act.
   However, our total aggregate liability shall not exceed 50,000 GBP in all for the period of insurance which amount is part of, and not in addition to, the limit of liability stated in the schedule.
5. brought about by or contributed to by or consequent upon any dishonesty, fraud or malicious conduct of the directors or officers provided, however, that we shall pay on behalf of the directors and officers.
   a) costs and expenses incurred in successfully defending proceedings brought in respect of such wrongful act.
   b) loss where the final judgment or other final adjudication of the court hearing proceedings against any director or officer determines that they are legally liable in respect of a wrongful act on some cause of action which is not dependent on the existence of a dishonest, fraudulent or malicious purpose or intent and makes no finding that they were guilty of dishonesty, fraud or malicious conduct in relation to the wrongful act in question.
6. brought about by or contributed to by or consequent upon any director or officer gaining any profit or advantage or receiving any remuneration to which they were not legally entitled.
7. for the return by the directors or officers of any remuneration paid to them without the previous approval of the shareholders of the company which payment, without such previous approval, shall be held by the court to be in violation of the law.
   (For the purpose of determining the applicability of exclusions 5, 6 and 7 above, the wrongful act of one director or officer shall not be imputed to any other director or officer).
8. made by any third party based upon or alleging or originating from breach of any professional duty owed to such third party.
9. arising out of any pension or superannuation scheme or programme.
10. made by or on behalf of the company or by or on behalf of any director or officer and at the instigation of any person or entity who is or was also a director or officer or agent of the company however this exclusion shall not apply to any claim made by or on behalf of any employee of the company (except one who is or was a director) in respect of employment disputes.
11. brought about by, or contributed to by, or consequent upon, any circumstances existing prior to or at the inception date of this policy and which the directors or officers or the company knew or ought reasonably to have known could give rise to a claim.
12. for taxes or fines or penalties or punitive or exemplary or multiple damages or any claim deemed uninsurable under law.
13. brought about by or contributed to by or consequent upon
14. a) 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
15. b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
16. i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
17. ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
Section 13 – Directors and Officers liability

Limit and retention

a) Our total aggregate liability under insuring clause a) and b) together shall not exceed 50,000 GBP, which amount shall be inclusive of costs and expenses.

b) We shall only be liable under insuring clause a) to pay in excess of 100 GBP of each and every claim, which amount applies to each and every loss for each individual director or officer against whom a claim is made subject to a maximum of 100 GBP of each and every claim when a claim is made against more than one individual director or officer. Such amounts include all costs and expenses and are to be borne by the director or officer and are not to be insured.

c) We shall only be liable under insuring clause b) to pay in excess of 100 GBP of each and every claim, which amount applies to each and every loss. Such amount includes all costs and expenses and such amount is to be borne by the company and is not to be insured.

i) The first 100 GBP of each and every claim shall apply to loss resulting from any claim if indemnification by the company is required by law or is legally permissible to the fullest extent permitted by law, regardless of whether or not actual indemnification or payment is made, unless the company is unable to make such actual indemnification or payment solely by reason of its insolvency.

Claims provision

Paragraphs a), b) and c) and d) below are conditions precedent to the right of the directors and officers and the company under this policy.

a) The directors and officers and the company shall give us immediate notice in writing of any claim.

b) The directors and officers and the company shall give us written notice as soon as practicable of any circumstances of which the directors or officers or the company shall become aware which might reasonably be expected to give rise to a claim against the directors or officers, giving reasons for the anticipation of such claim, with full particulars as to dates and persons involved. Such notice having been given as required by this provision, any subsequent claim made shall be deemed to have been made during the period of insurance.

c) The directors and officers and the company shall give us such information and cooperation as we may reasonably require and shall not disclose to anyone the existence of this policy without our consent, unless as a consequence of the requirements of the law.

d) The directors and officers and the company shall not admit liability for or settle or attempt to settle any claim or incur any costs and expenses without our written consent. We shall be entitled at any time to take over and conduct in the name of the directors or officers or the company the defence or settlement of any claim or to prosecute in the name of the directors or officers or the company for their own benefit any claim for payment, indemnity or damages or otherwise against any third party. In any event no action shall be taken which might prejudice us.

e) The directors or officers or the company shall not be required to contest any legal proceedings unless Counsel (to be mutually agreed upon by the directors and officers, the company and us) shall advise that such proceedings should be contested.

f) We shall not settle any claim without the consent of the directors or officers or the company. If however the directors or officers or the company shall refuse to consent to any settlement recommended by us and shall elect to contest or continue any legal proceedings in connection with such claim, then our liability for the claim shall not exceed the amount by which the claim could have been so settled inclusive of costs and expenses incurred with our consent up to the date of such refusal, and then only up to 50,000 GBP any one period of insurance.

g) With respect to costs and expenses and any joint settlement of any claim made against both the company and the directors and officers, such cost and expenses and joint settlement having been consented to by us (such consent shall not unreasonably be withheld), we, the company and the directors and officers agree to use their best efforts to determine a fair and proper allocation of the amount as between the company and the directors and officers and us.

h) We shall be entitled to nominate a solicitor and, if appropriate a barrister or an attorney, to represent the directors or officers.

Takeover and merger

In the event of the takeover or merger of the company by or with any other organisation, any payment with respect to loss arising from a claim hereunder is amended to apply to any loss by reason of wrongful acts committed by the directors or officers prior to the date of such takeover or merger.

Advancement of costs and expenses

a) Under insuring clause a) we may, at our absolute discretion, advance costs and expenses prior to the final settlement of the claim, unless such costs and expenses have been advanced by the company.

b) Under insuring clause b) we may, at our absolute discretion, advance costs and expenses prior to the final settlement of the claim. Any advance payments of costs and expenses, as referred to in paragraphs a) and b) above, shall be repaid to us by the directors and officers and the company severally according to their respective interests, in the event and to the extent that they shall not be entitled under this policy to payment of such loss.
Section 13 – Directors and Officers liability

Conditions

a) In the event of us being entitled to avoid this policy ab initio, we may, at our election instead, give notice in writing to the directors and officers and the company that we regard this policy as of full force and effect save that there shall be excluded from any payments afforded hereunder any loss which has arisen or which may arise and which is related to the circumstances which entitle us to avoid this policy. This policy shall then continue in full force and effect but shall be deemed to exclude as if the same had been specifically endorsed ab initio the particular loss or possible loss referred to in the said notice.

b) If the directors or officers or the company shall make any request for payment in respect of any loss knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void and all requests for payment in respect of any loss hereunder shall be forfeited.

c) The proposal form shall be construed as a separate application by each director or officer. With respect to the signed proposal form together with the declarations and statements contained therein, no statements in such proposal form or knowledge possessed by any director or officer shall be imputed to any other director or officer for the purpose of determining the availability of any payment hereunder for loss arising from a claim made against any director or officer.

d) We shall not avoid this policy by reason only that we may be so entitled by virtue of any statute or rule of law that makes or deems void any provision or contract to indemnify or make payment to any director or officer of the company against liability for any wrongful act. Our rights to avoid this policy for any other reason, including but not limited to misrepresentation or non-disclosure, remain unaffected.
Section 14 – Professional indemnity

Definitions

The words and phrases defined below apply to this section and will keep the same meaning wherever they appear in the section, unless an alternative definition is stated to apply. A defined word or phrase will be shown in **bold** each time it appears.

Activities and duties

The performance of and/or professional assistance with the following services by **professional staff** on your behalf:

a) design, specification, inspection, supervision, feasibility study, surveying, procurement, CDM coordination and/or the provision of advice or technical information

b) such additional services as declared to, and agreed by, us.

This definition shall not include:

c) inspection and/or supervision by you of your own, or your subcontractors’, work where such inspection and/or supervision is undertaken in your capacity as building or engineering contractor; and/or

d) the services of a clerk of works or similar person carrying out inspection and/or supervision of construction.

Circumstance

Information or facts or matters of which you are aware which is/are likely to give rise to a claim against you which you could become legally liable to pay and which arises out of the exercise and conduct of the activities and duties.

Contract

Any written or verbal **contract** entered into by you to undertake the manufacture, construction, alteration, repair, or maintenance services of any property or goods.

Contract shall also be deemed to include any manufacture, construction, alteration, repair, or maintenance services of any property or goods by you on your own account where no such **contract** exists with another party.

Consultants

Consultants, contractors, specialist designers or others appointed by you in connection with the activities and duties.

Co-operate

You shall

a) assist us and our duly appointed representatives to put forward the best possible defence of a claim within the time constraints available;

b) have adequate internal systems in place, which will allow ready access to material information;

c) at all times, and at your own cost, give to us or our duly appointed representatives all such information, assistance, signed statements or depositions as may properly be required to facilitate compliance with all applicable Civil Procedure Rules, Practice Directions and Pre-Action Protocols and recoveries;

d) pay the excess on demand by us, or our duly appointed representatives, to comply with any settlement we have agreed.

Defence costs

All costs and expenses incurred in the investigation, defence or settlement of any claim or **circumstance** notified under the terms of this Section and/or the cost of representation at any enquiry or other proceedings which have a direct or indirect relevance to the investigation, defence or settlement of any matter notified under the terms of this Section.

This definition shall not include costs and expenses incurred by you in preparing and presenting any claim under this section or providing us with the necessary information to defend or mitigate any claim.

Excess

The sum shown in the schedule as the **excess** applicable to this section, unless otherwise stated in this policy, which is the first amount of each claim which is payable by you, and not covered by us.

Where, however, more than one claim is made during the **period of insurance** which arises from the same original cause and/or **contract** then only a single **excess** shall apply in respect of such claims.

Geographical limits

Anywhere in the World excluding the United States of America and/or Canada or their Dominions or Protectorates or as varied in the schedule.

Harm

Any harm to the health of any living organism, or interference with ecological systems of which they form part, and, in the case of a person, includes offence caused to any of their senses.
Section 14 – Professional indemnity

Letter of claim
The letter of claim as detailed in any applicable Civil Procedure or Criminal Procedure Pre-Action Protocol.

Limit of liability
The sum shown in the schedule which is available to indemnify you in respect of each claim provided always that, where more than one claim arises from the same original cause and/or contract, all such claims shall be deemed to be one claim and only one limit of liability shall be payable in respect of the aggregate of all such claims.

Pollution
Any one, or a combination, of a release, emission, discharge, dispersal, disposal or escape of any substances, which are capable of causing harm to any person or any living organism, into or onto any water, land or air.

Professional staff
Those persons either qualified as architects, engineers or surveyors or having other professional qualifications appropriate to the activities and duties or having a minimum level of experience of five years in undertaking the activities and duties.

You/Your/The Insured/The Policyholder
The corporate body or bodies named as 'The Insured' in the schedule including:
a) any predecessors in business;
b) any business for which you are legally liable in consequence of your acquisition of such business (whether partial or otherwise) prior to inception of this section, provided we have been notified in writing of the existence of such other business and have not refused to insure it;
c) any office or division of yours as specified above unless expressly stated otherwise

Insuring clause

Part 1
Legal liability
We will insure you, up to the limit of liability, for the amount of any claim, including claimant’s costs and expenses, first made against you and notified to us during the period of insurance, in respect of any legal liability for any negligent act, negligent error or negligent omission which arises out of the exercise and conduct of the activities and duties by you.

We will not insure you in respect of the excess.

Part 2
Costs and expenses incurred in mitigating a claim or potential claim
We will insure you for all costs and expenses necessarily incurred, prior to hand-over of the contract works, in taking any necessary action for the sole purpose of mitigating a claim brought under Cover 1 or in seeking to avoid or mitigate such a claim arising out of any circumstance discovered during the period of insurance where such costs and expenses have been incurred with our prior written consent, as more fully described in Claims conditions 1(d).

Part 3
Defence costs
We will also insure you for defence costs where such costs have been incurred with our prior written consent. Such defence costs shall
a) not be in addition to the limit of liability; and
b) not be the subject of any excess.

Extensions
We will also provide cover for the following:
1. Infringement of copyright or patents
We will insure you, up to the limit of liability for the amount of any claim, including claimant’s costs and expenses, first made against you and notified to us during the period of insurance in respect of any legal liability arising from any unintentional infringement of copyright, design right, registered design, trademark or patent committed by you.

2. Joint venture/consortium
We will insure you for any claim for any negligent act, negligent error or negligent omission first made against you and notified to us during the period of insurance which:
a) you may become legally liable to pay, whether jointly or severally; and
b) arises out of the exercise and conduct of the activities and duties
whilst a member of a joint venture or consortium where such joint venture or consortium together with the turnover/fees of the joint venture or consortium (not just your proportion) has been declared to us, whether or not the joint venture or consortium is conducted through a separate legal entity.
Section 14 – Professional indemnity

The amount payable under this extension shall be limited to your share of the total liability of the joint venture or consortium. We retain all rights against your joint venture or consortium partners to which they may become subrogated.

We will not insure you under this extension if, without our express agreement, you waive any right of recovery against any joint venture or consortium partner or any claim for contribution against such partner.

3. Prosecution defence costs
We will insure you for any defence costs incurred during the period of insurance with our prior written consent in relation to any criminal proceedings (“proceedings”) against you, or any of your employees, arising from alleged breach of any United Kingdom statutory regulation relating to building or construction works where such alleged breach arises out of the exercise and conduct of the activities and duties in the United Kingdom.

This extension is subject to the following:

a) our reasonable belief that the defence of such proceedings would assist in the defence of any claim against you arising from such proceedings that would be subject to insurance under this section;

b) any subsequent or concurrent claim that is subject to insurance under this section and that arises out of any proceedings notified under this clause shall be deemed to be a circumstance and shall be subject to the claims conditions (see Conditions precedent applicable to this section);

c) any appeal against the outcome of any initial proceedings shall be deemed to be proceedings for the purpose of this clause;

d) the maximum amount we will pay for this extension shall be £100,000 for all claims in the aggregate.

We will not be liable for the first £1,000 of defence costs incurred in respect of each prosecution.

4. Vicarious liability
We will insure you for any claim first made against you and notified to us during the period of insurance which you may become legally liable to pay as a result of any negligent act, negligent error or negligent omission by consultants or any other person or party for whom you are responsible arising out of the exercise and conduct of the activities and duties.

5. Adjudication
We will insure you for awards made against you by an adjudicator appointed to resolve a dispute in accordance with the Scheme for Construction Contracts as contained in the Housing Grants Construction and Regeneration Act 1996 ("the Act") or an adjudication clause or rules contained in a contract, subject to the claims conditions under the Conditions applicable to this section.

Exclusions

1. Liability involving vehicles or property owned or occupied by you
We shall not insure you in respect of liability for, or directly or indirectly arising out, of or in any way involving the ownership, possession or use by you, or on your behalf, of any aircraft, watercraft, hovercraft, motor vehicle or trailer or any buildings, structures, premises or land or that part of any building leased, occupied or rented by you or any other property belonging to you or in your care, custody or control.

2. Liability for bodily injury arising out of employment
We shall not insure you in respect of liability for, or directly or indirectly arising out, of or in any way involving any injury, disease, illness (including mental stress) or death of:

a) any employee under a contract of service with you or any claim arising out of any dispute between you and any present or former employee or any person who has been offered employment with you; and/or

b) any other person except to the extent that any liability on your part was due to any negligent act, negligent error or negligent omission by you and/or others acting on your behalf in the conduct and exercise of the activities and duties.

3. Fraud, dishonesty or criminal act
We shall not insure you in respect of liability for, or directly or indirectly arising out, of or in any way involving any dishonest, fraudulent or criminal act, error or omission committed or alleged to have been committed by any past or present partner, director, trustee or employee or any other person or entity working on your behalf.

However, this exclusion shall not apply in respect of any civil claim arising out of any breach of any United Kingdom statutory regulation relating to building or construction works, subject to the act, error or omission not being deliberate on your part.

4. Controlling Interest
We shall not insure you in respect of liability for, or directly or indirectly arising out, of or in any way involving any claim made against you by either:

a) any entity in which you exercise a controlling interest; or

b) any entity exercising a controlling interest over you by virtue of having a financial or executive interest in your operation unless such claim is made against you for an indemnity or contribution in respect of a claim made by an independent party against the said entities detailed in (a) or (b) and arises out of the exercise and conduct of the activities and duties.
Section 14 – Professional indemnity

5. Contractual Liability
We shall not insure you in respect of liability for, or directly or indirectly arising out, of or in any way involving any of the following:
   a) any performance warranties, penalty clauses, guarantees or liquidated damages unless your liability would have existed in the absence of such warranties penalties or guarantees.
   b) any collateral warranty where you provide any express guarantee (including fitness for purpose), agrees to any express penalty or liquidated damages, or agrees to provide any party with a greater or longer lasting benefit than that given to the original party.

This exclusion shall not apply where your liability would have existed in the absence of any of the above or where we have expressly approved the relevant terms of the particular contract.

6. Area of activities
We shall not insure you in respect of liability for, or directly or indirectly arising out, of or in any way involving any activities and duties undertaken by you outside the geographical limits.

7. Jurisdiction
We shall not insure you in respect of liability for, or directly or indirectly arising out, of or in any way involving any claim brought (or the enforcement of any judgment or award entered against you) outside the courts of the United Kingdom, the Channel Islands, the Isle of Man and Member States of the European Union.

8. Fines, penalties, punitive, multiple or exemplary damages
We shall not insure you in respect of liability for, or directly or indirectly arising out, of or in any way involving fines, penalties, punitive, multiple or exemplary damages.

9. Pollution
We shall not insure you in respect of liability for, or directly or indirectly arising out, of or in any way involving pollution unless it was caused by a negligent act, negligent error or negligent omission by you, professional staff or consultants acting on your behalf, provided that
   a) such pollution was not caused by an intentional act by you;
   b) such pollution was sudden and accidental.

In respect of any claim arising from pollution the limit of liability shall be amended to each claim provided that all claims in respect of pollution, including defence costs shall not exceed in the aggregate the sum shown in the schedule. This means that only one limit of liability shall be payable in relation to claims arising from pollution.

10. Directors’ and officers’ liability
We shall not insure you in respect of liability for, or directly or indirectly arising out, of or in any way involving any claim arising from being a director, officer or trustee of the insured (as opposed to those duties and functions carried out in furtherance of the activities and duties) or from the acceptance of any directorship or trusteeship in any other company not forming part of the insured.

11. Previous claims and circumstances
We shall not insure you in respect of liability for, or directly or indirectly arising out, of or in any way involving any claim or circumstance that may give rise to a claim:
   a) which has been notified and accepted by insurers in respect of any other insurance attaching prior to the inception of this section; or
   b) of which you were, or should have been, aware prior to inception of this section

12. Trading Losses
We shall not insure you in respect of liability for, or directly or indirectly arising out, of or in any way involving any trading losses or trading liabilities incurred by any business managed or carried on by you including loss of any client account or business.

13. Failure to Arrange Insurance and/or Finance
We shall not insure you in respect of liability for, or directly or indirectly arising out, of or in any way involving any loss which follows from your failure to arrange and/or maintain insurance and/or finance.

14. Asbestos
We shall not insure you in respect of liability for, or directly or indirectly arising out, of or in any way involving any claim involving asbestos.

15. Loss of Documents -Magnetic or Electrical Media
We shall not insure you in respect of liability for, or directly or indirectly arising out, of or in any way involving the physical loss of, or damage to, documents which are stored on magnetic or electrical media unless such documents are duplicated on magnetic or electrical with the intention that in the event of loss or damage the duplicate can be used as a basis for restoring the documents to their original status and provided always that such duplicates are securely stored in a separate location to the original documents.
Section 14 – Professional indemnity

16. Tender at less than economic terms
We shall not insure you in respect of liability for, or directly or indirectly arising out, of or in any way involving the deliberate decision by you to tender for a contract at less than economic terms.

17. Construction Costs
We shall not insure you in respect of liability for, or directly or indirectly arising out, of or in any way involving any estimate of probable design and/or construction costs, being exceeded provided that this exclusion shall not apply to any claim arising directly from negligence of a quantity surveyor employed by you, or appointed on your behalf, to carry out those activities normally undertaken by a quantity surveyor in private practice.

18. Turnover declared as non-design related
We shall not insure you in respect of liability for, or directly or indirectly arising out, of or in any way involving any claim arising from your activities where it is, has been, or would be disclosed that you and/or your consultants have no responsibilities for design or other professionally-related activities.

19. Defective Workmanship Or Materials
We shall not insure you in respect of liability for, or directly or indirectly arising out, of or in any way involving any defective workmanship or materials relating to physical works of construction.

Conditions

1. Retroactive date
Where a retroactive date is specified in the schedule, this section shall not insure you for any claim notified to us and arising out of the exercise and conduct of the activities and duties prior to the said retroactive date.

2. Subrogation
If any payment is made by us, you grant to us all rights of recovery against any parties from whom a recovery may be made and you shall take all reasonable steps to preserve such rights. However, we agree to waive any rights of recovery against any of your present or former employees unless liability has resulted, in whole or part, from any act or omission on the part of such person which is dishonest, fraudulent, criminal or malicious.

3. Insurance disputes
This section is governed by the laws of England and Wales.

Any dispute or difference between you and us arising from this section shall be referred for determination to Senior Counsel of the English Bar, to be mutually agreed between us and you, or any other person as may be mutually agreed.

In the event of disagreement regarding the appointment, the Chairman of the Bar Council shall appoint a suitable person.

The findings of the agreed or appointed person shall be binding on us and you, and the cost of such referral shall be allocated by the agreed or appointed person on a fair and equitable basis.

4. Claims settlements
We may at any time pay to you, in connection with any claim or claims, the limit of liability (less any sums already paid including defence costs) or any lesser sum for which such claim or claims can be settled, and upon such payment we shall not be under any further liability in respect of such claim or claims.

5. Combined Claims
Where the same original cause or contract gives rise to an entitlement to you to insurance under Part 1, Part 2 or Part 3 or any of the extensions (1 to 5) of this section, the maximum amount payable by us under Part 1, Part 2 and Part 3 and all extensions shall not exceed the limit of liability.
Claims conditions
1. Discovery of a claim or Circumstance
   a) if, during the period of insurance, you receive notice of any claim that is subject to insurance under this section, other than any claim provided for in (b) below, you must give notice (in accordance with Claims Condition 2 (Notice) of this section) to us:-
      i. as soon as practicable; and in any event
      ii. within 15 working days; and
      iii. before expiry of the period of insurance.
   b) if, during the period of insurance, you receive a letter of claim, you must give early notice (in accordance with Claims condition 2 of this section, below) to us:
      i. as soon as practicable; and in any event
      ii. within 5 working days from receipt of such Letter of claim; and
      iii. before expiry of the period of insurance.
   c) if during the period of insurance you become aware of any circumstance, you must give notice (in accordance with Claims Condition 2 of this section, below) to us of such circumstance as soon as practicable and, in any event, before expiry of the period of insurance. We agree that any such circumstance notified to us during the period of insurance and which subsequently gives rise to a claim after expiry of this section shall be deemed to be a claim first made during the period of insurance.
   d) you must not incur any costs and/or expenses in connection with the insurance provided under Part 2 (Costs and expenses incurred in mitigating a claim or potential claim) without our prior written consent which shall not be reasonably withheld. The onus of proving that indemnity should be afforded under Part 2 (Costs and expenses incurred in mitigating a claim or potential claim) shall be upon you.

2. Notice
   If you want to make a claim under this section, you should provide written notice to us at the contact details stated in the schedule. If it is not in writing, it will not be a valid notification under Condition 1, above.

3. Admission of liability
   In the event of any claim or circumstance, you must not admit liability nor admit liability or make any admission, offer, promise or payment without our prior written consent.

4. Conduct of claims
   Following notification of any claim or circumstance, we shall be entitled to take over and conduct in your name the investigation, defence or settlement of any such matter.

   You must co-operate and give all such assistance as we may reasonably require.

5. Adjudication
   In relation to the Adjudication extension (extension 5), you:
   a) must ensure that the timetable provisions in any contract are no more onerous to you than those contained in the Scheme for Construction Contracts referred to in the Act;
   b) must notify us within 2 working days of receipt of any notice of intention to adjudicate, notice of adjudication, referral notice or any adjudication notice pursuant to contract;
   c) must not serve any of the notices referred to in (b) (above) above without our prior written consent, unless, in the your reasonable opinion, this will not give rise to a claim under this section;
   d) agree that we shall be entitled, if we reasonably request, to pursue legal, arbitration or other proceedings in your name of and on your behalf to challenge, appeal, open up or amend any decision, direction, award or the exercise of any power of the adjudicator or to stay the enforcement of any decision, direction, award or exercise of any power of the adjudicator. You must give all such assistance as we may reasonably require in relation to such proceedings;
   e) must not accept the decision of the adjudicator as finally determining the dispute without our prior consent in writing;
   f) must satisfy us that any liability incurred under an adjudicator’s decision for which insurance is being sought would otherwise be the subject of insurance under this section.

   For the avoidance of doubt:
   i. notification of a “notice of intention to adjudicate” and/or “notice of adjudication” and/or “referral notice”, and/or “any adjudication notice pursuant to contract” shall be considered to be a notification under the terms of this section subject to all other terms, conditions, exclusions and limitations applicable to this section which are not in conflict with this condition;
   ii. the adjudicator in any contract must be independent of the parties to the dispute;
   iii. this condition does not in any way limit our rights of subrogation.
Welcome to MSL

Thank you for choosing MSL Legal Expenses Limited to provide your Business Premier Legal Expenses Insurance Policy, which is underwritten by Financial & Legal Insurance Company Limited. As an MSL customer you now have legal expenses insurance to protect you in relation to cover set out in this Policy.

You are entitled to cancel your Policy with a full premium refund within 14 days of it starting, provided that there have been no claims. Please see the cancellation condition under the Conditions.

Our Agreement

This insurance is a contract between us (MSL Legal Expenses Limited) and you (the Policyholder shown in the Certificate of Insurance). This is a claims made policy which means that for there to be a valid claim under the Policy, claims must be reported to us during the Period of Insurance.

We will, subject to the terms of this Policy, provide you with the insurance set out in the Policy in respect of claims reported to us during the Period of Insurance shown in the Certificate of Insurance and for any subsequent period for which we may accept a renewal premium.

You must ensure that all the information you have given to us is accurate to the best of your knowledge. We will be entitled to refuse to accept a claim where you do not take reasonable care not to make a misrepresentation.

The Policy, Certificate of Insurance and any endorsements must be read together as one document.

Signed on our behalf

Nick Garner, Group Managing Director
MSL Legal Expenses Limited

The Meaning of Words in this Policy

Each of the words or terms have a specific meaning which applies wherever they appear in bold type in this Policy.

We/Us/Our: means MSL Legal Expenses Limited.
You/Your: means the Policyholder shown in the Certificate of Insurance attached to this Policy.
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.
Cross-Tax Enquiry: means an investigation by HM Revenue & Customs into Your business tax affairs.
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, used in connection with the Business.
Business: means the Business shown in the Certificate of Insurance.
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
1. Fees, costs, disbursements and expenses charged by the Appointed Representative and agreed by Us;
2. Opponents costs in civil cases where the Insured Person is ordered to pay them or where We agree to pay them;
3. 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.

Employee: means any person under a contract of service with You in connection with the Business. This includes any
1. Trainee under Your control in connection with a government approved training scheme;
2. Ex-employee or prospective employee.

Tax Enquiry: means an investigation by HM Revenue & Customs into Your business tax affairs.
Insured Person: means You and any director, partner and Employee of Your Business provided that they have Your permission to claim under this Policy.

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.

What is Insured

We will, subject to What is NOT Insured, the Claims Settlement Provisions and Conditions of this Policy provide the insurance in relation to the Insured Incidents, shown as operative in the Certificate of Insurance, set out below.

Provided that
1. Reasonable Prospects exist for the duration of the claim.
2. The claim is reported to Us
   a. during the Period of Insurance, and
   b. immediately after the Insured Person became aware of circumstances which may give rise to a claim.
3. The Insured Person follows the advice provided to the Insured Person by Our Claims and Advice Service.
4. The Insured Person seeks and continues to follow the advice from Our Claims and Advice Service.
5. During the course of any dispute from the date that the Insured Person became aware 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 Claims and Advice Service.
6. The Business is situated in the United Kingdom, the Isle of Man or the Channel Islands.
7. The event which leads to a claim arises in connection with the Business.

We will not pay
a. 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 Certificate of Insurance.

b. The amount of any Excess shown in the Certificate of Insurance in respect of each claim.

c. 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 Policy.

Welcome to MSL

The Meaning of Words in this Policy

Costs and Expenses:

Employee:

Tax Enquiry:

Insured Person:

Legal Proceedings:

Reasonable Prospects:

What is Insured

We will, subject to What is NOT Insured, the Claims Settlement Provisions and Conditions of this Policy provide the insurance in relation to the Insured Incidents, shown as operative in the Certificate of Insurance, set out below.

Provided that
1. Reasonable Prospects exist for the duration of the claim.
2. The claim is reported to Us
   a. during the Period of Insurance, and
   b. immediately after the Insured Person became aware of circumstances which may give rise to a claim.
3. The Insured Person follows the advice provided to the Insured Person by Our Claims and Advice Service.
4. The Insured Person seeks and continues to follow the advice from Our Claims and Advice Service.
5. During the course of any dispute from the date that the Insured Person became aware 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 Claims and Advice Service.
6. The Business is situated in the United Kingdom, the Isle of Man or the Channel Islands.
7. The event which leads to a claim arises in connection with the Business.

We will not pay
a. 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 Certificate of Insurance.
Appendix i

Section 15 - Legal expenses insurance policy

d. Any claim relating to an Insured Person’s previous trade, business, occupation or profession.

e. 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 Policy.

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:

i. 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.

ii. The Insured Person seeks and continues to follow all advice from Us as to the steps to be taken in the following situations

- Before taking any disciplinary action or commencing a disciplinary procedure.
- Before dismissing an Employee.
- Upon receipt of notification of any form of grievance by an Employee or a complaint of discrimination.
- Before starting any redundancy process or making an Employee redundant.
- Before seeking to make a material change to an Employee’s contract, which is likely to have a negative impact upon that Employee.
- Upon becoming aware of a situation that could give rise to a potential claim for constructive dismissal by an Employee.

We will not pay for:

i. Any claim relating to disciplinary hearings or internal grievance procedures.

ii. The costs of any disputes relating to a settlement agreement.

iii. Any dispute relating to a shareholding, partnership or directors contract.

iv. Any claim relating to the Transfer of Undertakings (Protection of Employment) Regulations (TUPE).

v. Any claim relating to future contracts of employment.

vi. Any claim in respect of personal injury or loss of or damage to property.

vii. Any claim relating to unpaid wages and commission or deduction from wages or commission.

viii. Any claim relating to benefits due under a contract of employment.

ix. 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:

a. Any award arising out of the Insured Person’s failure to provide any Employee with written reasons for their dismissal.

b. 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.

c. Any award relating to any contractual rights to which the Employee is entitled.

d. 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:

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


4. 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:

i. under legislation for unlawful dismissal on the grounds of race, 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.


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:

a. Any costs arising unless You have registered with the Data Protection Register or Data Protection Commissioner.

b. Any claim relating to a Road Traffic Offence.

5. 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.

Provided that:

i. The amount in dispute exceeds the amount shown in the Certificate of Insurance.

ii. Any claim for undisputed and unpaid monies is notified to us within 45 days from the date the monies was first due and payable.

iii. All Your normal credit control procedures have been exhausted or You have made reasonable efforts to recover the monies owed.
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Section 15 - Legal expenses insurance policy

We will not pay for
a. Any claim relating to any land or buildings.
b. Any claim relating to a lease or licence of any land or buildings.
c. Any claim relating to a motor vehicle owned, driven, used, hired, leased, sold or purchased by an Insured Person.
d. Any claim relating to the settlement payable or the cover provided under an insurance policy.
e. Any claim relating to a loan, pension, investment or any other borrowing or financial instrument.
f. A contract of employment.
g. Arbitration arising out of an arbitration clause in any contract.
h. Computer goods, systems or services.
i. A breach or alleged breach of professional duty by an Insured Person.
j. The monetary cost of putting right any damage caused or an alteration occasioned by or as a tenant.

6. Property Disputes
We will pay the Costs and Expenses for the pursuit or defence 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 the amount in dispute exceeds the amount shown in the Certificate of Insurance.

We will not pay for
a. Any claim relating to an Insured Person’s previous trade, business, occupation or profession.
b. Any claim relating to the rent, service and maintenance charges or renewal of a tenancy agreement.
c. Any claim relating to planning.
d. Any claim where the Insured Person is the landlord of the Buildings or is leasing, sub-letting or renting out part of the Buildings.
e. Any claim relating to work done by any government or local authority unless the claim is for accidental physical damage to the home.
f. Any claim relating to subsidence, heave, landslide, mining or quarrying.

7. 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 claim where an Insured Person makes a claim.

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

8. 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
i. You have taken reasonable care to ensure that Your accounts and tax affairs and records have been properly maintained.
ii. All returns to HM Revenue and Customs have been completed, are correct and submitted on time.

We will not pay for any claim
a. Relating to Your failure to register for VAT.
b. Arising from a tax avoidance scheme.
c. Arising from any investigation undertaken by HM Revenue & Custom’s Special Investigations unit.

9. 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.

10. 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.

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

We will not pay for any claim
a. Which develops gradually unless it is the result of a sudden and specific event.
b. Arising from actual or alleged clinical, medical or dental negligence.

What is NOT Insured

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 Policy.

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. 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.

5. 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.
Appendix i

Section 15 - Legal expenses insurance policy

6. 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.

7. 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).

8. Fines and Penalties
For 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.

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

10. 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.

11. 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:
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.

12. 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 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
i. We will be entitled
   a. To have direct contact with the Appointed Representative;
   b. 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;
   c. 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.

ii. What the Insured Person must do
   a. 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;
   b. 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;
   c. Take all reasonable steps to recover Costs and Expenses and to minimise the amount payable under this Policy;
   d. Take all reasonable steps to resolve disputes that otherwise may give rise to a claim;
   e. Notify Us and the Appointed Representative immediately of any offer to settle a claim and of any payments into court;
   f. Tell the Appointed Representative to have Costs and Expenses taxed, assessed and audited if We request.

iii. What the Insured Person must not do
   a. Withdraw from any claim or Legal Proceedings or withdraw instructions from Us without Our consent or the consent of the Appointed Representative;
   b. Pursue a claim in any way against the advice or Instructions from Us or the Appointed Representative;
   c. Incur any Costs and Expenses without Our consent or the consent of the Appointed Representative;
   d. 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.
Appendix i

Section 15 - Legal expenses insurance policy

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 ii. and iii. 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.

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.

Where there is any dispute about the choice of lawyer We will ask the president of the relevant national law society to choose a suitable 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 Policy must have Your permission and observe the terms under this Policy.

2. Cancellation
You may cancel this Policy within 14 days of its inception without any premium charge provided that there have been no claims. Thereafter You may cancel the Policy at any time however no refund of premium will be available. If You cancel the Policy You must contact Your insurance adviser. We may cancel this Policy 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 other claim under the Policy. Where We cancel this Policy no refund of premium will be available. If We cancel the Policy 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 Your material detriment, We reserve the right to amend this Policy to deal appropriately (fairly to both You and Us) with such changes. In those circumstances We will issue an endorsement to this Policy 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 insurance, nothing in this insurance 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 insurance, 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 Policy. If an Insured Person recovers Costs and Expenses previously paid under this Policy such Costs and Expenses must be immediately repaid to Us.

8. Governing Law
This Policy is subject to the law applicable to Your Business being registered in the United Kingdom, the Isle of Man or the Channel Islands.

9. Assignment
This insurance is between and binding upon Us and You and their respective successors in title, but this insurance may not otherwise be assigned by You without Our prior written consent.
Section 15 - Legal expenses insurance policy

Financial Services Compensation Scheme

MSL Legal Expenses Limited and Financial & Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the “Compensation Scheme”). If they are unable to meet their obligations under this Policy an Insured Person may be entitled to compensation from the Compensation Scheme.

Data Protection

We take the Data Protection Act seriously and set out below how We will look after the information You give Us.

We will only use the information You give Us for legal purposes and will keep it safe.

We will not pass Your information on to others or outside the EU unless We are obliged to do so for legal or regulatory purposes or for purposes directly related to You as a customer.

These may include:

- Servicing Your policies or dealing with claims. This might mean passing information on to solicitors, loss assessors, insurers or other related service providers.
- Where necessary obtaining information about You from credit reference agencies (the agencies will record Our enquiries, which may be seen by other companies who make their own credit enquiries).
- For the prevention of fraud.
- To check Your identity and prevent money laundering.

Under the Act You can request to see what data We hold on You, though there may be a charge for this service.

Finally

- We may send You information by letter, email or phone about Our other products and services that may be of interest or to carry out research. You can opt out of this if You wish. Please tell Us anytime if You wish to do so.
- Be assured We won’t pass Your information to others for them to use in their marketing.

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

How to make a Claim and Advice

Service 0161 495 4490

If You need to contact Us or need to make a claim You can call Us on the above number, email Us at info@msl.co.uk or write to MSL Legal Expenses Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

If there is a claim, which is covered by the Policy We will then send the Insured Person a claim form for completion and return 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:

- Any costs incurred before a claim is made and any costs, which We do not authorise are not insured by this Policy.
- Under this Policy there must be Reasonable Prospects for any claim to proceed. This does not apply to Insured Incident 7. Court Attendance and 8. Tax Protection.
- 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.

How to make a Complaint

Our aim is to provide a first class standard of service at all times.

If You feel that You have been let down and You wish to raise a Complaint about the sale of this Policy, please contact Your insurance adviser.

If You feel that We have let You down and You wish to raise a complaint, please contact Us on 0161 462 5534 or in writing to The Compliance Department, MSL Legal Expenses Limited, No. 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW. Please quote the certificate number on Your Certificate of Insurance on all correspondence.

Our staff will attempt to resolve Your complaint immediately. Where this is not possible, We will acknowledge Your complaint within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt, We will write to You and let You know what further action We will take. A final response letter will be issued within 8 weeks of receipt. Upon receipt of the letter, if You remain dissatisfied You may refer Your complaint to the Financial Ombudsman Service. You can contact the Financial Ombudsman Service at Exchange Tower, London, E14 9SR.

The use of these facilities does not affect Your right to take legal action.

Please read your policy document carefully and keep it in a safe place

The insurance provided by this policy is underwritten by Financial & Legal Insurance Company Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under No. 202915. Registered in England under Company No. 03034220.

MSL Legal Expenses Limited, Registered Office: No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW. Registered in England No. 2210857. MSL Legal Expenses Limited is authorised and regulated by the Financial Conduct Authority under No. 311676.

MSL 43000 11/2014