

PET BUSINESS COMMERCIAL PROTECTION PLAN

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Welcome to ArgoGlobal

This **policy** has been arranged by Argo Managing Agency Limited (ArgoGlobal). ArgoGlobal is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **Our** company registration number is 204975. **You** can check the status of ArgoGlobal by visiting the Financial Services Register at <https://register.fca.org.uk> or by calling 0800 111 6768.

Have **you** checked that **your** insurance cover still meets **your** needs? Have **you** considered shopping round to find the best deal for the cover **you** want? If **you** have been with **us** for a number of years, **you** may be able to get the insurance cover **you** want at a better price if **you** shop around.

Understanding your policy

This **policy** is designed to provide **you** with insurance cover for property damage, **business interruption** and general and specific liabilities that could impact **your business**. **You** can identify the cover **you** have purchased by looking at the **schedule**.

This **policy** will form the contract between **you**, as the insured, and **us, your** insurers, subject to the terms and conditions detailed below. Any **endorsement**, extension or other variation which relates to this **policy** is also subject to the terms and conditions below.

Please read the **policy** documentation in full. It is important that:

- **you** check the sections **you** have requested are included in the **schedule**;
- **you** check that the information **you** have given **us** is accurate;
- **you** understand what each section covers and does not cover;
- **you** understand **your** duties under the **policy** as a whole.

You should contact **your** broker immediately if this **policy** is not correct or if **you** have any questions relating to this insurance. **You** should keep the **policy** in a safe place.

The headings used in this **policy** are for reference and identification purposes only. Words and phrases in bold have been given specific meanings and can be found in the [General Definitions](#) section of this **policy** and in the section specific definitions.

We are dedicated to providing **you** with a high quality service. If **you** ever feel that **we** could have dealt with any aspect of **our** relationship with **you** better or if **you** have any suggestions as to how **we** could improve **our** service, then please do not hesitate to get in touch with **us**.

Duty of fair presentation

1. Before this **policy** is entered into, **you** must make a fair presentation of the risk to **us**, in accordance with Section 3 of the Insurance Act 2015. In summary, **you** must:
 - a) disclose to **us** every material circumstance which **you** know or ought to know. Failing that, **you** must give **us** sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium);
 - b) make the disclosure in clause (1)(a) above in a reasonably clear and accessible way; and

- c) ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.
2. For the purposes of clause (1)(a) above, **you** are expected to know the following:
 - a) If **you** are an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance.
 - b) If **you** are not an individual, what is known to anybody who is part of the Insured's senior management; or anybody who is responsible for arranging the Insured's insurance.
 - c) Whether **you** are an individual or not, what should reasonably have been revealed by a reasonable search of information available to **you**. The information may be held within **your** organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If **you** are insuring subsidiaries, affiliates or other parties, **we** expect that **you** will have included them in its enquiries, and that **you** will inform **us** if it has not done so. The reasonable search may be conducted by making enquiries or by any other means.
3. If, prior to entering into this **policy**, **you** shall breach the duty of fair presentation, the remedies available to **us** are set out below:
 - a) If **your** breach of the duty of fair presentation is deliberate or reckless:
 - i) **we** may avoid the **policy**, and refuse to pay all claims; and,
 - ii) **we** need not return any of the premiums paid.
 - b) If **your** breach of the duty of fair presentation is not deliberate or reckless, **our** remedy shall depend upon what **we** would have done if **you** had complied with the duty of fair presentation:
 - i) If **we** would not have entered into the **policy** at all, **we** may avoid the **policy** and refuse all claims, but must return the premiums paid.
 - ii) If **we** would have entered into the **policy**, but on different terms (other than terms relating to the premium), the **policy** is to be treated as if it had been entered into on those different terms from the outset, if **we** so require.
 - iii) In addition, if **we** would have entered into the **policy**, but would have charged a higher premium, **we** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, **we** shall pay only X% of what **we** would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.
4. If, prior to entering into a variation to this **policy**, **you** shall breach the duty of fair presentation, the remedies available to **us** are set out below:
 - a) If **your** breach of the duty of fair presentation is deliberate or reckless:
 - i) **we** may by notice to **you** treat the **policy** as having been terminated from the time when the variation was concluded; and
 - ii) **we** need not return any of the premiums paid.
 - b) If **your** breach of the duty of fair presentation is not deliberate or reckless, **our** remedy shall depend upon what **we** would have done if **you** had complied with the duty of fair presentation:
 - i) If **we** would not have agreed to the variation at all, **we** may treat the **policy** as if the variation was never made, but must in that event return any extra premium paid.
 - ii) If **we** would have agreed to the variation to the **policy**, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if **we** so require.

- iii) If **we** would have increased the premium by more than it did or at all, then **we** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, **we** shall pay only X% of what **we** would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.
- iv) If **we** would not have reduced the premium as much as it did or at all, then **we** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, **we** shall pay only X% of what **we** would otherwise have been required to pay, where $X = (\text{premium actually charged/reduced total premium}) \times 100$.

Cancelling this policy

This insurance has a cooling off period of 14 days from the later of either:

- the date **you** receive this insurance documentation (or renewal documentation); or
- the start of the **period of insurance**;

If **you** wish to cancel this **policy** and the insurance cover has not started, **you** will be entitled to a full refund of the premium paid. Alternatively, if **you** wish to cancel this **policy** and the insurance cover has started, provided **you** have not made a claim, **you** will be entitled to a refund of the premium paid, less a proportional deduction for the time **we** have provided cover.

If **you** do not exercise **your** right to cancel **your policy**, it will continue in force and **you** will be required to pay the premium.

For cancellation outside of the cooling off period **you** can cancel this insurance at any time by contacting **your** broker using the following means of communication:

- Telephone: [01284 736874](tel:01284736874)
- Email: info@petbusinessinsurance.co.uk
- Post: Pet Business Insurance, Plumton Hall, Whepstead, Bury St Edmunds, Suffolk, IP29 4SU

If this insurance is cancelled outside the cooling off period, provided **you** have not made a claim or notified an event that could give rise to a claim, **you** will be entitled to a refund of any premium paid, less a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for 6 months, the deduction for the time **you** have been covered will be half the annual premium.

If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

Payment of premium

You agree to pay the premium in full to **us** prior to inception of this **policy** (or, in respect of instalment premiums, when due).

If the premium due under this **policy** has not been paid to **us** prior to inception of this **policy** (and, in respect of instalment premiums, by the date they are due) **we** shall have the right to cancel this **policy** by notifying **you** via **your** broker in writing. In the event of cancellation, the premium is due to **us** on a pro rata basis for the period that **we** are on risk but the full **policy** premium will be payable to **us** if there is a loss or a notification of a claim which gives rise to a claim under this **policy** prior to the date of termination.

We will give **you** not less than 14 days' prior notice of cancellation via **your** broker. If the premium due is paid in full to **us** before the notice period expires, notice of cancellation shall automatically be revoked. If not, the **policy** will automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Premium adjustment

If the premium has been calculated on estimates given by **you**, **you** must keep an accurate record of all relevant particulars which must be available to **us** for inspection.

Within a reasonable time after the end of each **period of insurance**, **you** will 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 a statement within a reasonable time after the end of the **period of insurance**, **we** will be entitled to charge an additional premium for that **period of insurance**.

Renewal of insurance

When **your policy** is due for renewal, **we** will write to **you** at least 21 days before the **period of insurance** ends with full details of **your** next year's premium and **policy** terms and conditions. If **you** do not want to renew the **policy**, please contact Pet Business Insurance on [01284 736874](tel:01284736874).

Occasionally, **we** may not be able to offer to renew **your policy**. If this happens, **we** will write to **you** at least 21 days before the expiry of **your policy** to allow enough time for **you** to make alternative insurance arrangements.

Automatic renewal

In some cases **we** will automatically renew your policy. This means that, unless you tell **us** otherwise, **your** new insurance cover will start on **your** renewal date. If **we** intend to automatically renew **your** policy **we** will tell **you** on **your** notice of renewal. Unless **we** hear from **you** on or prior to renewal date, **your** policy will be renewed and payments continue to be taken from **your** account.

If you do not want to renew **your** policy, or **you** wish to opt out of the automatic renewal process, please let **us** know before **your** renewal date by calling [01284 736874](tel:01284736874).

How to make a claim

If **you** need to make a claim under this **policy**, please telephone **nominee** stated in the **schedule** as soon as reasonably practicable or at the latest within 21 days of receipt of any claim made against **you**, or awareness of any event which may give rise to a claim covered under this **policy**. Pet Business Insurance will advise **you** of the next steps to take to progress **your** claim. It will help **us** if **you** have details of **your policy** available when telephoning.

Legal advice helpline

As part of **your** policy **we** have included you with unlimited access, over the telephone, to a team of lawyers for confidential legal advice. This free service is provided by DWF LLP. The contact details for the legal advice helpline are:

Telephone: [0151 907 3083](tel:01519073083)

Email: argo@dwf.law

Please note that using the legal advice helpline service DOES NOT constitute a notification in accordance with the **policy** terms and conditions. Any enquiry in connection with a notifiable matter and ALL notifications are required to be made to the **nominee** stated in the **schedule**. Any assistance DWF LLP may provide shall be under DWF LLP's terms of business and **we** shall not be liable to **you** for any loss or damages (howsoever arising) which **you** may incur as a result of **your** relationship with DWF LLP, or reliance on any advice given by DWF LLP. **We** make no representation or warranty as to the availability of the service, or the ability of DWF LLP to provide specific advice on a particular topic or area of law.

NOTE: please refer to the [Claims Conditions](#) and section specific claims conditions which set out **your** obligations under this **policy** when making a claim.

Personal information

This insurance cover includes cover for individuals who are either insureds or beneficiaries under the policy (*individual insureds*). Pet Business Insurance and ArgoGlobal collect and use relevant information about individual insureds to provide **you** with this insurance cover and to meet our legal obligations.

This information includes individual insureds' details such as their name and address and may include more sensitive details such as information about their health and criminal convictions. If we need any sensitive details from **you** or any individual insureds we will ask for consent first.

Pet Business Insurance and ArgoGlobal will process individual insureds' details, as well as any other personal information **you** provide in respect of this insurance cover, in accordance with our full privacy notices, copies of which are available online at <https://www.petbusinessinsurance.co.uk/resources/privacy-policy/> or <https://www.argolimited.com/gdpr-policy/> or on request.

Information notices

To enable Pet Business Insurance and ArgoGlobal to use individual insureds' details in accordance with current data protection laws, **you** have provided those individuals with certain information about how Pet Business Insurance and ArgoGlobal will use their details in connection with this insurance cover.

You have agreed to provide to each individual insured **our** *Short Form Information Notice* set out below on or before the date that the individual becomes an individual insured under this insurance cover or, if earlier, the date that **you** first provided information about the individual to **us**. **We** will assume that **you** have provided this notice to each individual insured unless **you** tell **us** otherwise.

Minimisation and notification

Pet Business Insurance and ArgoGlobal are committed to using only the personal information we need to provide **you** with this insurance cover. To help us achieve this, **you** should only provide to us information about individual insureds that we ask for from time to time.

You must promptly notify Pet Business Insurance or ArgoGlobal if an individual insured contacts **you** about how we use their personal details in relation to this insurance cover so that we can deal with their queries.

Short form information notice for individual insureds

Your personal information

The basics

You benefit from this insurance cover. We collect and use relevant information about you to provide the insurance cover and to meet our legal obligations.

This information includes details such as your name and address and may include more sensitive details such as information about your health and any criminal convictions you may have. If we need any sensitive details from you we will ask for your consent first.

The way insurance works means that your information may be shared with and used by a number of third parties in the insurance sector – but only in connection with the insurance cover from which you benefit.

Want more details?

For more information about how we use your personal information please see the full Pet Business Insurance full privacy notice at <https://www.petbusinessinsurance.co.uk/resources/privacy-policy/> or our full privacy notice at <https://www.argolimited.com/gdpr-policy/> or on request.

Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. Please contact Pet Business Insurance or ArgoGlobal as follows:

Pet Business Insurance

- Email: info@petbusinessinsurance.co.uk
- Telephone: 01284 736874
- Post: Pet Business Insurance, Plumton Hall, Whepstead, Bury St Edmunds, Suffolk, IP29 4SU

ArgoGlobal

- Email: DataProtection1200@argo-global.com
- Tel: 020 7712 7600
- Post: ArgoGlobal, Exchequer Court , 33 St. Mary Axe, London, EC3A 8AA

Employers' liability tracing office notice

Certain information relating to **your** insurance certificate or **policy**, namely:

- the **policy** number(s),
- employers' names and addresses (including subsidiaries and any relevant changes of name),
- coverage dates, and
- (if relevant) the employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers

will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to the Employers' Liability Database (ELD).

It is understood by **you** that the above named information provided to **us** will be processed by **us**, for the purpose of providing the ELD, in compliance with the provisions of the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010.

The ELTO may provide such information to third parties to assist individuals with claims arising out of their course of employment in the United Kingdom for employers carrying on, or who carried on, business in the United Kingdom, to identify an insurer or insurers that provided employers' liability insurance.

How to make a complaint

If **you** wish to make a complaint, **you** can do so by referring the matter to **us** at:

- ArgoGlobal, Exchequer Court , 33 St. Mary Axe, London, EC3A 8AA
- Tel: [020 7712 7600](tel:02077127600)
- Email: argocomplaints@argo-global.com

If **you** remain dissatisfied **you** can refer **your** complaint to the Complaints Team at Lloyd's. The address for the Complaints Team at Lloyd's is;

- Complaints, Lloyd's, One Lime Street, London, EC3M 7HA
- Tel: [020 7327 5693](tel:02073275693)
- Email: complaints@lloyds.com
- Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address. If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone [0800 023 4567](tel:08000234567) (calls to this number are free from "fixed lines" in the UK) or [0300 1239123](tel:03001239123) (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email: complaint.info@financial-ombudsman.org.uk.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find out more information on the FOS at www.financial-ombudsman.org.uk.

If you have purchased **your** policy online **you** can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>.

Subscription notice

Where there is more than one insurer subscribing to this **policy** the liability of an insurer under this contract is several and not joint with other insurers party to this **policy**. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this **policy**.

The proportion of liability under this **policy** underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this **policy**. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to “this **policy**” in the singular, where the circumstances so require this should be read as a reference to policies in the plural.

Governing law and jurisdiction

Governing law

This **policy** shall be governed by, and construed in accordance with, the laws of the **territorial limits**.

Jurisdiction

Any dispute between the parties over the terms of this **policy** shall be subject to the exclusive jurisdiction of the courts of the **territorial limits**.

Interpretation

In this **policy**:

1. reference to any Act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this **policy**;
2. if any term, condition, exclusion or **endorsement** or part is found to be invalid or unenforceable the remainder shall be in full force and effect;
3. headings are for reference only and shall not be considered when determining the meaning of this **policy**.

General Conditions

These conditions apply to all sections of **your policy**.

Arbitration

All disputes and differences arising under or in connection with this **policy** shall be referred to arbitration.

The Arbitration Panel shall consist of three arbitrators, one to be appointed by **you**, one to be appointed by **us** and an independent umpire to be appointed by the two party-appointed arbitrators within 10 days of a formal written complaint. The Arbitration Panel will be constituted upon the appointment of the umpire.

The Arbitration Panel may in its sole discretion make such orders and directions as it considers necessary for the final determination of the matters in dispute.

The parties to such arbitration will pay the party-arbitrators respectively appointed by them and bear equally the expenses of the arbitration and the charges of the umpire.

The written decision of the arbitrator will be binding on **you** and **us**.

Arbitration will take place in the territory in which **you** are resident, unless otherwise agreed by **you** and **us**. Local rules of law as to procedure and evidence will apply.

Assignment

Any assignment of interest under this **policy** will not bind **us** unless **we** have consented in writing.

Audit of records

We, or **our** representatives, have the right to inspect or review all of the records relating to this insurance at any reasonable time while the **policy** is in force or within 2 years after its termination. **You** will make all necessary records available to **us** at **our** request. If the final settlement of any claims liability under the **policy** extends for more than 2 years after its termination then **our** right to audit shall extend until final settlement of any outstanding claims.

Average

- a) If at the time of **damage** the **sum insured** of the **property insured** by each item is less than 85% of the cost of **reinstatement** at the start of the **period of insurance**, then **our** liability for any **damage** will be limited to the proportion that the **sum insured** bears to the cost of **reinstatement**; and
- b) where a Day One reinstatement clause applies, if at the time of **damage** the **declared value** of the **property insured** by each item is less than the cost of **reinstatement** at the start of the **period of insurance**, then **our** liability for any **damage** will be limited to the proportion that the **sum insured** bears to the cost of **reinstatement**; and
- c) in respect of **stock** or any other item listed in the **schedule**, if at the time of **damage** the **sum insured** on any of these items is less than the value of the **property** covered by the item (or in respect of any item on rent, less than the amount of rent during the period to which the item relates), then **you** will be considered as being the insurer for the difference and will bear a rateable

share of the loss accordingly. The amount payable by **us** will be proportionately reduced.

If it is stated in the **schedule** that average does not apply at the time of the **damage**, the maximum amount payable will be the **sum insured** for that item.

Breach of terms and conditions

If **you** breach of any of the terms, conditions or provisions of this **policy** (including any claims conditions), **we** may decline to pay a claim, to the extent permitted by law.

Burden of proof

In the event of a claim, the burden of proof shall be on **you**.

Cancellation – our rights

We may cancel the **policy** or any section by giving 30 days' notice in writing by registered post to **you** at **your** last known address. In this case **you** will be entitled to a proportionate return of premium for the unexpired term of the **policy** (unless **we** invoke the [Claims Condition Fraudulent Claims](#)).

Examples of reasons **we** may cancel **your policy**:

- a) there is a substantial change in **your business**;
- b) there is reasonable suspicion of fraud;
- c) **you** do not co-operate or supply information or documentation that **we** request which affects **our** ability to process any claims;
- d) following a survey at any of **your** properties or sites **we** have required **you** to make risk improvements and **you** have not completed these within a reasonable period of time advised by **us**;
- e) threatening or abusive behaviour language, intimidation or bullying of **our** staff or suppliers.

Where a claim has been made during the current **period of insurance**, the full annual premium will still be payable despite cancellation of cover and **we** reserve the right to deduct this from any claim payment.

Cessation or discontinuation of trading

If after the start of the **period of insurance** the **business** is wound up or carried on by a liquidator or receiver or permanently discontinued **we** will not cover **you** from the date of such change or alteration.

Changes in risk

You will give notice to **us** of any alteration or circumstance which substantially affects the risks insured under this **policy**. Until **we** are advised of such alteration or circumstance and have expressly agreed in writing to accept liability by way of an **endorsement** and **you** have paid the additional **premium** **we** will not be liable in respect of any claim(s) caused by or arising from such alteration or circumstance.

Examples where **we** would need **you** to notify **us** of a change:

- if any sums insured **you** have declared to **us** have increased or decreased;
- there is a change to **your business** activities;
- **you** move **premises** or make alterations to the **premises you** occupy;
- the security protections **you** have declared to **us** change.

Conflict of statutes or laws

In the event that any provision of this **policy** is found to be invalid or unenforceable, the other provisions of this **policy** and the remainder of the provision in question shall not be affected and shall remain in full force and effect.

Cross liabilities

Each person or party specified as the insured in the **schedule** is separately insured in respect of claims made against any of them by any other such person or party subject to **our** total liability not exceeding the stated **limits of indemnity**.

**Index linking
(only applies if shown in the schedule)**

- a) **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.
- i) **Building and tenants improvements items**
The General Building Cost Index issued by the Building Cost Information Service of the Royal Institute of Chartered Surveyors.
 - ii) **Other items**
The Producer Price Index for Home Sales of Manufactured Products issued by the Department of Trade and Industry.

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

In the event of a negative index **we** will retain **your** existing amounts insured, unless **you** advise **us** otherwise.

- b) **Claims**
For claims settlement purposes (except claims under [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.

Interest clause

If requested to do so by **you**, **we** will note the interest of a Lender (for example a bank or other financial institution) under **your policy**. This does not convey any right to the Lender to enforce the **policy** or entitle it to payment of the proceeds of an insurance claim however **we** will agree to notify the Lender in the event that:

- a) this **policy** is cancelled or not renewed;
- b) any cover provided by this **policy** is reduced or restricted by **us**;
- c) **we** suspend or avoid the cover provided by this insurance **policy**, or
- d) **we** become aware of any act or omission which may invalidate all or part of any insurance or claim.

In the event of a claim, any other interested party should declare the nature and extent of its interest.

Maintenance and reasonable precautions

- Unless otherwise agreed by **us**, **you** will 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 the **property insured**, furnishings, ways, works

- machinery, caravans and vehicles in sound condition;
- d) exercise care in the selection and supervision of **employees**;
 - e) remedy any defect or danger as soon as reasonably practicable after discovery and in the meantime take additional precautions as the circumstances may require; and
 - f) comply with all statutory requirements and other safety regulations imposed by any authority.

Multiple insureds

Where more than one entity is designated as an insured, the first named insured will act on **your** behalf and other parties covered under this **policy** with respect to the giving and receiving of any notices from **us** including any notice of cancellation. The payment to the first named insured of any return **premium** that may be payable under this **policy** will satisfy **our** obligations to return **premium** to any other party covered by this insurance.

Other insurance

If a loss covered by this **policy** is also covered by other insurance, **we** will pay only the rateable proportion of the loss that the **limit of indemnity** that applies under this **policy** bears to the total amount of insurance covering the loss.

Records

We may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

Sanctions

We shall not provide cover nor be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of a claim or provision of any benefit would expose **us** or any member of **our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

Survey

If **we** require a survey of the risk covered by this **policy** as a condition of providing cover but the survey has not been completed before the **policy** documents have been issued, **you** must comply with any risk improvements required as a result of the survey within the agreed time limits specified by **us**.

We reserve the right to cancel, suspend or alter the terms applying to any part of this **policy** for which cover has been provided if, as a result of the survey, the risk or any part of it is in **our** opinion unacceptable to **us**.

Tax

There may be circumstances where taxes may be due that are not paid via **us**. If this occurs then it is **your** responsibility to ensure that these are paid direct to the appropriate authority.

Third party rights

This **policy** is solely between **you** and **us** and in no instance shall any other third party have any rights under this **policy**.

Unoccupied property

- a) Notification
We must be notified in writing by e-mail, letter or fax, as soon as practicable of any **unoccupied building** or **unoccupied portion of a building** that becomes occupied or any occupied **building** which becomes **unoccupied** or partially **unoccupied**.

b) Security

For **unoccupied property insured you** must take the following steps:

- i) the gas, electricity (other than power required for an intruder or fire alarm system) and water supplies are turned off at the mains and all water pipes, apparatus and tanks are drained down (unless the central heating system is kept running to maintain a temperature of 5 degrees centigrade) during the period 1st October to 31st March. Where sprinkler systems are installed and water supplies must be maintained, heating must be maintained at a minimum temperature of 5 degrees centigrade;
- ii) **buildings** must be secured against unlawful entry by closing and locking doors and windows and setting any security and alarm systems;
- iii) the **premises** and yards must be clear of all waste materials and redundant contents;
- iv) the letter box must be permanently sealed shut or a non-combustible receptacle is permanently fixed to the letter box;
- v) the **premises** must be inspected both internally and externally at least once a week by a **responsible person** to ensure that there is no deterioration in the fabric of the **buildings** and that compliance with conditions i) - iv) above continues.

Following notification as described in (a) above, and/or a breach of **your** duty in complying with (b) as described above, **we** will have the right to impose additional terms, conditions and exclusions and charge a suitable additional premium which will be paid by **you** if required.

General Exclusions

These exclusions apply to all sections of **your policy**. **We** will not pay for any claims, directly or indirectly, caused by, arising from or contributed by:

Asbestos contamination
(not applicable to Employers' Liability)

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

Confiscation and nationalisation

confiscation nationalisation or requisition by order of any government public municipal local or customs authority;

Contractual liability

any contractual liability which attaches by virtue of a contract or agreement unless such liability which would have attached in the absence of such contract or agreement;

Cyber

digital or cyber risks, that is:

- a) any loss caused by or contributed to, by, or arising from or occasioned by or resulting from:
 - i) the alteration, modification, distortion, corruption of or **damage** to any computer or other equipment or component or system or item which processes stores transmits or receives data or any part of it whether tangible or intangible (including but without limitation any information or programs or software); or
 - ii) any alteration, modification, distortion, erasure or corruption of data processed by any computer or other equipment or component or system or item;
whether **your** property or not, where the loss is caused by a **virus or similar mechanism, phishing or hacking or denial of service attack**; or
- b) any legal liability or financial loss or expense, including but not limited to consequential loss, caused by or contributed to, by, or arising from or occasioned by or resulting from a **virus or similar mechanism, phishing or hacking or denial of service attack**;

Date recognition
(not applicable to Employers' Liability)

- a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely to process, exchange or transfer year, date or time data or information in connection with any change of year, date or time; whether on or before or after such change of year, date or time;
- b) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;
- c) any non-use or unavailability for use of any **property** or equipment of any kind whatsoever resulting from any act, failure

to act or decision of **yours** or of any third party related to any such change of year, date or time.

But **we** will cover later **damage** resulting from an insured cover, providing **damage** is covered elsewhere in the **policy**;

**Deliberate acts
(not applicable to
Employers'
Liability)**

deliberate, conscious or intentional disregard of **your** obligation to take all reasonable steps to prevent **bodily injury** or loss of or **damage to property**;

Excess

the **excess** amount stated in the **schedule**;

**Fines / penalties /
punitive damages**

any liability for fines, penalties, punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages;

**Northern Ireland –
civil commotion**

any destruction or **damage** or consequential or inevitable loss for such **damage** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of [Cover 5 Riot, Civil Commotion, Strikers, Locked-out Workers, Labour Disturbances or Malicious Persons](#);

**Radioactive and
other
contamination**

Any:

1. **damage** to any **property** whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss;
2. legal liability of whatsoever nature directly or indirectly caused by or contributed to by or 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 or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof;
 - c) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter;
 - d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this paragraph shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared carried stored or used for commercial agricultural medical scientific or other similar peaceful purposes;
 - e) any chemical biological biochemical or electromagnetic weapon provided that:
 - i) in respect of the Employers' Liability or paragraphs a) and b) above shall only apply when **you** under a contract have
 1. undertaken to indemnify another party;
 2. assumed liability which would not have attached in the absence of such contract
 - ii) paragraphs c. d. and e. above shall not apply to Public and Products Liability or Employers' Liability sections.

Pollution or contamination

caused by or arising out of **pollution or contamination**.

But **we** will compensate **you** under [Section 7 - Public Liability and Products Liability](#) of this **policy** against liability in respect of accidental **bodily injury** or accidental loss of or **damage to property** caused solely by **pollution or contamination** which results from a sudden, identifiable, unintended and unexpected incident and such incident takes place in its entirety at a specific and identified time and place during the **period of insurance** provided that:

- i) all **pollution or contamination** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place;
- ii) **we** shall not compensate **you** against liability in respect of **pollution or contamination** happening anywhere in the United States of America or Canada; and
- iii) nothing in these provisos shall increase **our** liability to pay damages costs fees and expenses in excess of the **limit of indemnity** in the **schedule** in the aggregate in respect of any one **period of insurance**;

Sonic bangs

damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

**Terrorism
(not applicable to
Employers'
Liability)**

any **damage** to any **property** whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss directly or indirectly caused by or contributed to by or arising from:

1. **terrorism** occurring in England Wales and Scotland and the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987;
2. any act including but not limited to the use of force or violence and or the threat thereof of any person or groups of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or to put the public or any section of the public in fear occurring other than in England Wales and Scotland;

including any **damage**, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to (1) or (2) above;

3. any act of **terrorism** regardless of any cause or event contributing concurrently or in any other sequence to such act of **terrorism**.

In any action suit or other proceedings where **we** allege that any **damage**, cost or expense is not covered the burden of proof that such **damage**, cost or expense is covered shall be upon **you**.

In the event that any part of this exclusion is found to be invalid or unenforceable the remainder will remain in full force and effect;

USA & Canada

any claim brought (or the enforcement of any judgment or award entered against **you**) in the courts of the United States of America or Canada or their dominions or protectorates or territories in which it is

contended that the laws of the United States of America or Canada should apply;

War and riot (not applicable to Employers Liability)

any loss whatsoever or any consequential loss directly or indirectly occasioned by or occurring through or in consequence of riot, civil commotion, war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, nationalisation, confiscation, requisition, seizure or destruction by government or public authority.

Claims Conditions

Claims co-operation

You must provide **us** with **your** full assistance and co-operation as required in connection with any claim.

Claims procedure

If **you** need to make a claim, or when **you** become aware of an event that may lead to a claim under this **policy**, **you** must:

- a) notify the **nominee** stated in the **schedule** as soon as reasonably practicable giving full details of what has happened and in any event within 21 days unless stated otherwise elsewhere in the **policy**;
- b) provide **us** with any other information **we** may require;
- c) not throw away any damaged items before **we** have had a chance to see them, or carry out any non-emergency repairs before **we** have had a chance to inspect them;
- d) for claims under [Section 9 - Personal Accident](#), proof of age of the **insured person** making the claim;
- e) forward to **us** as soon as reasonably practicable, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive without being answered;
- f) inform the police as soon as reasonably practicable following any loss caused by malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property;
- g) not admit liability or offer or agree to settle any claim without **our** prior written consent;
- h) take, or allow others to take, practical steps to prevent further **damage** or **bodily injury**, recover property lost and otherwise minimise the claim.

You must comply with the conditions above. If **you** fail to do so, **we** may not pay **your** claim, or any payment could be reduced.

Claims conditions for Section 8 - Professional Indemnity

- a) Regardless of anything contained elsewhere in this **policy**, **you** must tell Pet Business Insurance as soon as reasonably practicable within the **period of insurance** about any claim against **you**;
- b) **you** must co-operate with **us** and anyone appointed on **our** behalf by providing any information, assistance, signed statements or depositions as **we** may require to comply with any Civil Procedure Rules, Practice Directions and Pre-Action Protocols (or equivalent court procedure and rules in the **territorial limits**) as may be issued;

- c) **you** must tell Pet Business Insurance as soon as reasonably practicable within the **period of insurance of circumstances**;
- d) a claim after the **period of insurance** has ended, that **claim** will be deemed to have been made against **you** during the **period of insurance**, provided that **you** told **us** about those **circumstances** within the **period of insurance**;
- e) if **you** become aware of a **claim** or **circumstances** in the 7 days immediately before the end of the **period of insurance** and **you** are unable to tell Pet Business Insurance, but **you** then tell Pet Business Insurance within the 7 days after the end of the **period of insurance**, **we** will accept that **you** have told **us** during the **period of insurance**;
- f) all **claims** from the same act, error or omission or series of acts, errors or omissions, as a result of or arising directly from the same source or original cause, will be regarded as one **claim**.
- g) if **we** cover more than one person, firm, company or organisation, **our** liability to all, as a result of one **claim**, will not be more than the amount shown in the **schedule**.

NOTE: The Civil Procedure Rules enable the court to impose severe costs sanctions on litigants who act unreasonably either before or after the start of proceedings whether or not the litigant in question is successful in its case. Pre-Action Protocols will set standards by which the reasonableness of the litigant's conduct will be judged. In order to try to ensure that the requirements of the rules in any protocol are met, notifications must be made to **us** as soon as reasonably practicable that a **claim** is made and before a response is given to the claimant.

Claims conditions for Section 14 - Legal Expenses

Please refer to section claims conditions under [Section 14 - Legal Expenses](#) for the claims procedure relevant to this section and **your** responsibilities.

Discharge of liability

Where in **our** opinion, the **limit of indemnity** or the **sum insured** of any claim may exceed the available **limit of indemnity** or **sum insured** **we** will be entitled at **our** discretion, to discharge **our** liability by paying the available **limit of indemnity** or **sum insured** to **you** or on **your** behalf and pay defence costs up to the date of that payment. In this situation, if at the time of payment **we** are conducting the defence of the claim, **we** will also relinquish that conduct.

Excess

Where stated in the **schedule** **you** will be responsible for paying an **excess** in relation to each claim made by **you** under this **policy**.

Fraudulent claims

If **you** make a fraudulent claim under this **policy**, **we**:

- a) will not be liable to pay the claim; and
- b) may recover from **you** any sums paid by **us** in respect of the claim; and
- c) may by notice to **you** treat the **policy** as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under clause (c) above **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this **policy** (such as the occurrence of a loss, the making of a

claim, or the notification of a potential claim), and **we** need not return any of the premium paid.

Legal defence

We shall be entitled to take over and conduct the defence or settlement of any claim or prosecute any claim in **your** name.

RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations)

For any occurrence or RIDDOR incident **you** and any person acting on **your** behalf must:

- a) not admit responsibility, liability, make an offer or promise, nor offer payment or indemnity without **our** written consent;
- b) not incur any expense without **our** consent;
- c) give all such information, assistance and forward all documents to enable **us** to investigate, settle or resist any claim as **we** may require;
- d) provide such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and any matters connected with the claim
- e) not destroy evidence or supporting information or documentation without **our** prior consent; nor destroy any plant or **other property** relating to an occurrence, loss or suit that may give rise to a claim under this **policy**.

Salvage

We may enter the **premises** where **damage** has occurred and take possession of or require to be delivered to **us** any **property insured** and deal with it in a reasonable manner but the **property** may not be abandoned to **us**.

Subrogation

- a) Where **we** have paid a claim under this **policy** **we** will be entitled to any rights **you** have against any party in relation to the claim to the extent of **our** payment.
- b) **You** must assist **us** and provide information as **we** may reasonably require to exercise **our** rights of subrogation, including bringing any action or suit in **your** name. This may include providing and signing statements and other documents and the giving of evidence.
- c) Any recovery received shall be applied first against any claim or costs insofar as it exceeds the **limit of indemnity**, then against any payment made by **us**, and finally against the **excess**.
- d) **We** will not subrogate against any current or former principal, partner, member, director or **employee** under this **policy** unless that person is found to have committed a criminal, fraudulent, malicious or dishonest act or omission.

General Definitions

For the purposes of this **policy** the following words have special meaning and apply to all sections of the **policy**:

Word	Specific meaning
Alarmed premises	The premises or those parts of the premises protected by the intruder alarm system .
All other content	<ul style="list-style-type: none"> a) Personal effects, pedal cycles, tools and instruments belonging to employees, principals, directors, customers and guests to the extent that they are not more specifically insured; b) computer systems records, but only for the cost of the materials together with the cost of clerical labour and computer time expended in reproducing those records, and not for the value to you of the information the records contain; c) documents, manuscripts and business books but only for the cost of the materials together with the cost of clerical labour expended in reproducing those records, and not for the value to you of the information they contain; d) patterns, models, jigs, moulds, templates, dies, tools, plans, drawings and designs but only those in current use and which you would need to replace following damage; e) money; f) wines, beers, spirits; g) cigarettes, cigars and tobacco; h) rare books, antiques, paintings or works of art; i) non-ferrous metals.
Animal	Vertebrates and invertebrates, declared by you and accepted by us , excluding: <ul style="list-style-type: none"> a) any of the above which are included on a list or schedule of banned or prohibited species under relevant legislation in the territorial limits; b) humans.
Bodily injury	<ul style="list-style-type: none"> a) Death, injury, illness or disease; b) mental injury, anguish or nervous shock sustained by any person as a result of actual or threat of injury, death, illness or disease; c) false arrest, false imprisonment or detention and false eviction of any person, malicious prosecution or invasion of the right of privacy.
Buildings	<ul style="list-style-type: none"> 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, foundations, yards, hoardings, car parks, roads, pathways and loading bays around and pertaining to the premises; e) telephone, gas, water and electricity meters, pipes and cables including property which you are responsible for which is

	<p>underground and/or in adjoining yards or roadways and which partly or wholly serve to supply the premises;</p> <p>f) drains and sewers within the perimeter of the premises but only to the extent they are your responsibility;</p> <p>g) irrigation equipment including pumps tanks and pipes forming part of the irrigation system.</p>
Business	<p>The business described in the schedule carried on in the territorial limits including the following activities:</p> <p>a) ownership, use, repair, maintenance and decoration of premises occupied by you;</p> <p>b) the provision of first aid but we will not cover any first aid provided by any qualified medical practitioner or nurse;</p> <p>c) private work undertaken for you by any employee or for any director or employee with your prior consent;</p> <p>d) the provision and management of canteen, social, sports, educational and welfare organisations for the benefit of any employee and first aid, fire, security and ambulance services;</p> <p>e) the sale or supply of food and drink to employees or visitors.</p>
Business hours	The period during which the premises are actually occupied by you and/or your employees for business purposes.
Contents	Machinery, plant, fixtures and fittings, shop front, tenant's improvements, alterations, decorations, improvements, office equipment and all other contents .
Damage / damaged	Physical loss or destruction or damage.
Denial of service attack	Any actions or instructions constructed or generated with the ability to damage , interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.
Employee(s)	<p>Any person who is:</p> <p>a) employed under a contract of service or apprenticeship with you;</p> <p>b) any labour master or person supplied by him;</p> <p>c) self-employed and working for you and under your control;</p> <p>d) hired to or borrowed by you;</p> <p>e) supplied to you for the purpose of study, work or training experience;</p> <p>f) a prospective employee who is undergoing practical work experience whilst being assessed by you as to his or her suitability for employment;</p> <p>g) a voluntary helper while working under your supervision and control and in connection with the business; or</p> <p>h) an outworker or homemaker employed under a contract to personally carry out any work in connection with the business while they are engaged in that work.</p>
Endorsement	A change to the terms of the policy .

Excess	The amount stated as the 'Excess' on the schedule which you are responsible for paying for each claim.
Hacking	Unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data, whether your property or not.
Intruder alarm system	The component parts including the means of communication used to transmit signals detailed in the alarm specification agreed by us .
Limit of indemnity / sum insured	Our maximum total aggregate liability as specified in the schedule or as may be specifically endorsed to this policy to cover you within the terms and conditions of this policy .
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 .
Money	Cash, bank and currency notes, postal and money orders, 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 stamps, stamped 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.
Occurrence(s)	An event, including continuous or repeated exposure to substantially the same general conditions which result in liability under this policy, that is neither expected nor intended by you.
Offshore	From the time of embarkation by an employee onto a conveyance at the point of final departure to an offshore rig or offshore platform, until disembarkation by that employee from a conveyance on to land upon return from an offshore rig or offshore platform.
Offshore activity	Any work on or visit to an offshore installation from the time of embarkation onto a conveyance at the point of final departure to such offshore installation until the time of disembarkation from a conveyance onto land on return from such offshore installation .
Other property	Any other items of property which are not defined which you have advised to us and we have specified on the schedule .
Period of insurance	The period from the effective date to the renewal date as stated in the schedule .
Phishing	Any access or attempted access to data or information made by means of misrepresentation or deception.

Pollution or contamination	<p>a) Any pollution or contamination by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring.</p> <p>b) All loss, damage or injury caused by pollution or contamination as stated in (a) above.</p> <p>This definition excludes pollution or contamination by asbestos.</p>
Premises	The buildings and the land inside the boundaries of the property address shown in the schedule used for the purposes of the business .
Policy	This policy wording, the schedule and any extensions and endorsements .
Products	Anything sold, supplied, altered, constructed, repaired, formulated, serviced, designed, tested, installed or processed by or on your behalf including containers, packaging or labelling and which is not in your possession at the time of the occurrence.
Property	Material and tangible property listed in the schedule .
Property insured	Buildings, contents, all other contents, stock and other property at the premises (subject to any specific exclusions) and as more fully described in the schedule and all belonging to you or for which you are responsible.
Reinstatement	<p>a) The rebuilding or replacement of property lost or destroyed which, provided our liability is not increased, may be carried out in any manner suitable to you; or</p> <p>b) the repair or restoration of property damaged.</p> <p>In either case to a condition equal to but not better or more extensive than its condition when new.</p>
Responsible person	<p>a) A person authorised by you who is able to take rational decisions without supervision.</p> <p>b) You or any person you authorise to be responsible for the security of the premises.</p>
Schedule	Is a separate document which details the limit of indemnity/sum insured and the premium you have agreed to pay, together with your full trading name and address. It also provides the references of any endorsements which may apply.
Stock	Stock and materials in trade, work in progress and finished goods, being your property at the premises , or held by you on trust for which you are responsible.
Territorial limits	The territorial limits as stated in the schedule but not any offshore activity .
Terrorism	An act of terrorism including but limited to the use of force or violence and/or the threat of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar

	purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.
Treatment	Any examination, diagnosis, consultation, advice, test, x-ray, medication, surgery, nursing and care provided by a veterinary practice or, if instructed, by a vet or consultation and advice by a member of one of the following associations: a) Association of Chartered Physiotherapists in Animal Therapy; b) McTimoney Chiropractic Association; c) International Association of Animal Therapists.
Unoccupied	Any building or part of any building which is empty or not in use by you or your tenant for more than 30 consecutive days.
Vet(s)	Registered veterinary surgeon(s).
Virus or similar mechanism	Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage , interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of virus or similar mechanism includes but is not limited to Trojan horses, worms and logic bombs.
We / us / our	Argo Managing Agency Limited (“ArgoGlobal”) and our nominated representatives.
You / your	<ol style="list-style-type: none"> 1. The Insured named in the schedule. 2. Any associated or subsidiary company of yours provided it has been notified to and agreed by us. 3. At your request: <ol style="list-style-type: none"> i) any director or employee while acting on behalf of or in course of their employment or engagement with you in respect of liability for which you would have been entitled to cover under this policy if the claim against any such person had been made against you; ii) any officer, member or employee of your social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity as such; iii) any of your directors, partners or senior officials in respect of private work carried out by any employee for them with your consent; iv) your personal representatives (in the event of your death) in respect of liability incurred by you provided that if compensation is extended to any party described in paragraphs (i) to (iii) above that party shall be subject to the terms of this policy so far as they can apply and in any event our liability shall not exceed the limit of indemnity.

1. Property Damage

This section only applies if shown in the schedule

Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning
Declared value	<p>Your assessment of the cost of reinstatement of the buildings, contents and computer equipment in a condition equal to but not better or more extensive than when new at the level of costs applying at the start of the period of insurance (ignoring any increase in costs which may operate subsequently) together with allowance if required for:</p> <ol style="list-style-type: none"> a) the additional cost of reinstatement to comply with public authority requirements; b) professional fees; and c) debris removal costs.
Computer equipment	<ol style="list-style-type: none"> a) all computer equipment (including interconnecting wiring, fixed discs and telecommunications equipment) used for the storage and communication of electronically processed data but excluding: <ol style="list-style-type: none"> i) computers which are an integral part of any item of process or production machinery; ii) fixed vehicle satellite navigation systems; b) ancillary equipment solely for use with the computer equipment comprising air conditioning equipment, generating equipment, uninterruptable power supply, voltage regulating equipment, temperature and humidity recording equipment, electronic access equipment, heat, smoke and water detection equipment, lightning and transient overvoltage protection devices, anti-theft devices which have been approved by us, gas flooding equipment and pipe work and computer room partitioning; c) programs and/or information stored upon fixed discs; d) all current and backup computer records (excluding fixed discs and paper records of any description) incorporating stored programs and or information thereon owned by or on deferred purchase, leased, hired, rented or for which the you are responsible.
Glass	Fixed, plain or wired glass and mirrors at the premises .
Sanitary ware	Fixed baths, wash hand basins, pedestals, bidets, shower trays, sinks, splashbacks, lavatory pans and cisterns at the premises .
Uplift	The amount stated in the schedule under the heading of 'Sum Insured' following the application of the agreed percentage uplift to the declared value .

Your cover

Insuring clause

We will cover **you** for **damage** to the **property insured** at the **premises** occurring during the **period of insurance** caused by a **Cover** listed below and not stated to be excluded in the **schedule**.

Limit of indemnity

Our liability under this section shall not exceed the **sum insured** by each item stated in the **schedule** in respect of any one **period of insurance**.

However, for the items listed below the **sums insured** are as follows:

	GBP
a) tobacco, cigarettes, cigars	1,000 for any one claim
b) wines and spirits	1,000 for any one claim
c) jewellery, watches, furs, precious metals or stones	2,500 for any one claim
d) electronic entertainment equipment, video equipment	1,000 for any one claim
e) cameras, DVD's, CD's and computer games	1,000 for any one claim
f) contact lenses and money	1,000 for any one claim
g) any one pedal cycle	500 for any one person
h) rare books, antiques, paintings or works of art	2,500 for any one item and 25,000 in total for any one period of insurance
i) non-ferrous metals	2,500 for any one claim

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest **limit of indemnity** available under the sections providing cover.

Excess

This section does not cover the amounts of the **excess** stated in respect of each and every loss as ascertained after the application of all other terms and conditions including any condition of average (underinsurance).

Basis of claims settlement

A. Indemnity

The basis upon which **we** will calculate the amount **we** will pay for any claim for professional fees, debris removal, pedal cycles and personal effects and **stock** will be:

- a) the cost of replacement or repair of the **property** which has suffered **damage**, to a condition as good as, but not better or more extensive than, its condition immediately before the **damage**; or at **our** option;
- b) where the **property insured** is lost or destroyed, the value of the **property insured** immediately before its loss or destruction.

B. Reinstatement

Following **damage** to the **property insured**, except for professional fees, debris removal, pedal cycles and personal effects, computer records and **stock**, the basis upon which **we** will calculate the amount **we** will pay for any claim will be the **reinstatement** of the **property damaged**, subject to the following conditions:

- a) where the **property insured** is:
 - i) lost or destroyed, **we** will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new;
 - ii) **damaged**, **we** will pay for the replacement or repair of the **damaged** portion to a condition as good as, but not better or more extensive than, its condition when new.

However, **we** will not pay more than **we** would have done if the **property** had been completely destroyed.

- b) The work of **reinstatement**:
 - i) may be carried out on another site and in a manner suitable to **your** needs provided that **our** liability is not increased;
 - ii) must begin and be carried out as quickly as possible.

The maximum **we** will pay under this section in any one **period of insurance** will not exceed:

- a) the **sum insured** on each item; or
- b) the total **sum insured**;

or any other maximum amount payable or the **limit of indemnity** specified in this section or the **schedule**.

C. Day one basis (non-adjustable)

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

- a) If a **declared value** is stated for any item in the **schedule**, then **our** liability will not exceed the **sum insured** calculated by applying the **uplift** to the **declared value** as stated in the **schedule**. **You** having stated in writing the **declared value** of each item in the **schedule**, and the premium has been calculated accordingly.
- b) At the start of each **period of insurance**, **you** must notify **us** of the **declared value** of each of the items insured on a day one basis. In the absence of a declaration, the last amount declared by **you** will be taken as the **declared value** for the next **period of insurance**.
- c) Where **General Condition Average - part (a)** is applied, no payment is to be made beyond the amount which would have

been payable had this clause not been operative. **Our** liability will be limited to 100% of the **declared value** shown in the **schedule**.

Covers

1. **Fire** but excluding **damage** caused by:
 - a) **Cover 3 Explosion** resulting from fire;
 - b) its own spontaneous fermentation or heating;
 - c) its undergoing any heating process or any process involving the application of heat;
 - d) **Cover 7 Earthquake**;
 - e) **Cover 8 Subterranean Fire**;
 - f) **Cover 2 Lightning**.
2. **Lightning**
3. **Explosion** but excluding **damage**:
 - a) caused by or consisting of the bursting of a boiler, economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control;
 - b) in respect of and originating in any vessel machinery or apparatus or its contents belonging to **you** or under **your** control which requires to be examined to comply with any statutory regulations unless such vessel, machinery or apparatus shall be the subject of a certificate or other contract providing the required inspection service.
4. **Aircraft** or other aerial devices or articles dropped from them but excluding **damage** caused by:
 - a) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
 - b) fire.
5. **Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons** but excluding **damage** arising from:
 - a) confiscation, requisition or destruction by order of the government or any public authority;
 - b) stopping work;
 - c) **Cover 1 Fire** caused by strikers, locked out workers or persons taking part in labour disturbances or malicious persons;
 - d) **Cover 13 Theft or Attempted Theft** directly caused by malicious persons to any **building** which is **unoccupied** or not in use for more than 30 days.
6. **Earthquake** excluding **damage** by **Cover 1 Fire**.
7. **Subterranean fire**.
8. **Storm** but excluding **damage**:
 - a) by **Cover 2 Lightning**;
 - b) to fences gates and moveable property in the open unless the building is also damaged by the same event;
 - c) to open sided or fronted buildings or to the property contained therein;
 - d) by **Cover 9 Flood**;

e) by frost or [Cover 15 Subsidence Ground Heave or Landslip](#);

9. Flood but excluding **damage**:

- a) attributable solely to change in the water table level;
- b) caused by [Cover 2 Lightning](#);
- c) caused by [Cover 8 Storm](#);
- d) by frost or [Cover 15 Subsidence Ground Heave or Landslip](#);
- e) in respect of movable property in the open, fences and gates.

10. Escape of water from any tank, apparatus or pipe but excluding **damage**:

- a) by water discharged or leaking from any automatic sprinkler installation;
- b) in respect of any **building** which is **unoccupied** or not in use for more than 30 days.

11. Accidental escape of water from any automatic sprinkler installation in the **premises** but not **damage** caused by:

- a) freezing whilst the **building** is **unoccupied** or not in use for more than 30 days;
- b) caused by [Cover 1 Fire](#);
- c) caused by [Cover 3 Explosion](#);
- d) caused by [Cover 6 Earthquake](#);
- e) caused by [Cover 7 Subterranean Fire](#) or heat caused by fire.

12. Impact by any road vehicle or animal.

13. Accidental damage but excluding:

- a) **damage** caused by:
 - i) any of the [Covers](#) specified above;
 - ii) the causes expressly excluded from the [Covers](#) specified above whether or not insured;
 - iii) inherent vice, latent defect, gradual deterioration, wear and tear, faulty or defective design or materials;
 - iv) 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;
 - v) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects;
 - vi) change in temperature, colour, flavour, texture or finish;
 - vii) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunication services;
 - viii) 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;
 - ix) 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;
 - x) **pollution or contamination**;
 - xi) normal settlement or bedding down of new structures;

- xii) acts of fraud or dishonesty;
 - xiii) disappearance, unexplained or inventory shortage, misfiling or misplacing of information;
 - xiv) **damage** to a **building** or structure caused by its own collapse or cracking;
 - xv) any process of production, packing, treatment, testing, commissioning, servicing or repair;
 - xvi) nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority;
- b) **damage** to:
- i) movable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust;
 - ii) vehicles licensed for road use (including their accessories) caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
 - iii) 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;
 - iv) **glass**.

14. Fixed glass and sanitary ware at the **premises** including:

- a) **damage** to window frames or framework, shutters or blinds following breakage of **glass**;
 - b) the cost of replacing window alarm foil lettering or painting or other ornamental work attached to the **glass**;
 - c) **damage** to goods incidental to the **business** caused by breakage of fixed **glass** in display windows;
 - d) removing or replacing the fixtures and fittings necessarily incurred to replace the **glass**;
 - e) the cost of necessary boarding up pending repair or replacement;
- but excluding:
- a) repairs, alterations or other fitting to the **premises**;
 - b) defects in frames and framework;
 - c) any **unoccupied building**;
 - d) faulty or defective workmanship on **your** part or any of **your employees**;
 - e) wear and tear, gradual deterioration, mechanical or electrical breakdown of neon and illuminated signs and electric light fittings.

The most **we** will pay is for any one claim is GBP 2,000.

15. Theft or attempted theft including **damage**:

- a) involving forcible and violent entry to or exit from **buildings**;
 - b) following assault or violence or threat of assault or violence to **you** or any partner, director, **employee** of **yours** or members or their families or any other person lawfully on the **premises**;
 - c) to the **premises** for which **you** are responsible as a result of (a) above;
- but, unless **we** state otherwise in the **schedule**, **we** do exclude **damage**:
- i) caused by **you** or any partner, director or **employee** of **yours** or any other person to whom property has been entrusted excepting collusion;

- ii) in respect of:
 - a) coin and similarly operated gaming and or amusement machines or their contents;
 - b) money except as provided for within **all other contents**;
 - c) livestock, growing crops or trees, furs, jewellery, gold, silver or other precious metals or precious stones or curiosities works of art or rare books except as provided for within **all other contents**;
 - d) to property in gardens, yards, open spaces or in open sided or fronted **buildings** or in **buildings** not on permanent foundations.

16. Subsidence, ground heave or landslip excluding **damage**:

- a) arising from the settlement or movement of made-up ground or by coastal or river erosion;
- b) occurring as a result of the construction demolition altering or structural repair of any **property** at the **premises**;
- c) arising from the settling, shrinkage or expansion of foundations, walls, floors, ceilings or roof settlement or bedding down of new structures or extensions, subsidence ground-heave or landslip;
- d) occurring prior to the inception date of the insurance under this section;
- e) caused by subsidence, ground-heave of any part of the site on which the **buildings** stand or landslip resulting from groundworks or excavation at the **premises**;
- f) caused by subsidence, ground heave of any part of the site on which the **buildings** insured stand or landslip to the yards, car parks, roads, pavements, walls, gates and fences unless the **buildings** insured under this section are affected at the same time.

Special condition applicable to Cover 15

- 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.

Limit of indemnity

We will pay the value of the **property insured** at the time of the **damage**, or for the amount of the **damage**, or at **our** option reinstate or replace the **property insured** or any part of it in accordance with the **Basis of Claims Settlement** condition applicable to this section.

The amount **we** will pay will not exceed the **sum insured** stated in the **schedule** for each item insured. However, for the items listed below the **sums insured** are as follows:

	GBP
a) tobacco, cigarettes, cigars	1,000 for any one claim
b) wines and spirits	1,000 for any one claim

c) jewellery, watches, furs, precious metals or stones	2,500 for any one claim
d) electronic entertainment equipment, video equipment	1,000 for any one claim
e) cameras, DVD's, CD's and computer games	1,000 for any one claim
f) contact lenses and money	1,000 for any one claim
g) any one pedal cycle	500 for any one person
h) rare books, antiques, paintings or works of art	2,500 for any one item and 25,000 in total for any one period of insurance
i) non-ferrous metals	2,500 for any one claim

Automatic extensions

The following extensions are provided as standard covers

Additional metered electric, water or gas charges

Cover for additional metered electric, water or gas charges **you** incur as a result of **damage** by an insured **Cover to buildings**. Provided that remedial works be completed within 30 days of the **damage** being discovered.

We will 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.

We will not pay more than GBP 10,000 in total for 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.

General Condition Average does not apply to this extension.

Capital additions

Cover for:

- a) any newly acquired or built property which are not insured elsewhere for which **you** are responsible; and
- b) alterations, additions and improvements to **property insured** but not for increases in value anywhere in the **territorial limits**.

Provided that:

- i) **you** must advise **us** of all additions within 6 months and pay the appropriate additional premium from the date on which the items become **your** responsibility;
- ii) once the premium has been paid for the additional property, the provisions of this extension are reinstated.

Cover under this additional cover for any one **premises** is limited to 15% of the total **sum insured** under this section with a maximum limit of GBP 500,000 whichever is greater.

You will pay the appropriate additional **premium** required from inception of any additional insurance provided. The additional **sum insured** declared will be added by **endorsement** to the respective **schedule sum insured** whereupon these provisions shall be fully reinstated.

Computer records

Cover for the cost of the materials together with the cost of clerical labour and computer time expended in reproducing computer records, and not for the value to **you** of the information contained in them and **we** will not cover any expenses in connection with the production of information to be recorded in computer records, up to a maximum of GBP 10,000 for any one claim and in total in any one **period of insurance**.

Contract price

If a sale contract is cancelled entirely due to **damage** to **stock** sold by **you** that is not delivered and is still **your** responsibility the amount **we** will pay **you** will be based on the contract price. The value of all **stock** where the sale contract is cancelled following **damage** will also be settled on this basis.

Contract works

Cover for **buildings** includes any permanent or temporary works undertaken in performance of any contract, including all unfixed materials and goods delivered to or placed on or adjacent to the **premises** and intended for incorporation in the contract works, all for which **you** are responsible for under the terms of the contract up to an amount of GBP 100,000 for any one contract.

Contracting purchaser's interest

In the event that **you** contract to sell the **buildings** the cover provided by this section is extended to the purchaser who completes the sale up to and until the date of completion of sale provided that the **buildings** are not otherwise insured.

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 will be considered insured by this **policy** as **stock** unless they are more specifically insured elsewhere.

Documents, manuscripts and business books

Cover for the cost of the materials together with the cost of clerical labour expended in reproducing those records, and not for the value to **you** of the information they contain for an amount not exceeding GBP 250,000 for any one claim.

Drain clearance

Cover for costs and expenses necessarily incurred in clearing, cleaning or repairing drains, gutters, sewers and the like for which **you** are responsible as a result of **damage**.

The maximum **we** will pay is GBP 5,000 for any one claim.

European Union & public authorities

Cover for the additional cost of **reinstatement** as may be incurred solely by reason of the need to comply with:

1. European Union legislation;
2. building or other regulations under or framed in pursuance of any Act of Parliament or bye laws of any public authority which are referred to as "the regulations";

in respect of the destroyed or **damaged property insured** thereby insured.

This extension does not apply to:

- a. the cost incurred in complying with the regulations:
 - i. in respect of **damage** occurring prior to the granting of this section extension;
 - ii. in respect of **damage** not insured by this section;
 - iii. where notice has been served upon **you** prior to the **damage** occurring;
 - iv. for which there is an existing requirement which has to be implemented within a given period;
 - v. in respect of undamaged **property insured** or undamaged portions of **property** of that portion of the **property insured** destroyed or **damaged**;
- b. the additional cost that would have been required to make good the **property insured** destroyed or **damaged** to a condition equal to its condition when new had the necessity to comply with the regulations not arisen;
- c. the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **property insured** or by the owner thereof by reason of compliance with the regulations.

Provided that:

1. **reinstatement** work must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the **damage** or within such further time as **we** may allow within the said 12 months and may be carried out upon another site if the regulations so necessitate subject to **our** liability under this extension not being thereby increased;
2. if **our** liability under any item of this section apart from this extension shall be reduced by the application of any of the terms conditions and exclusions of this section then **our** liability under this extension in respect of any such item shall be reduced in like proportion;
3. the total amount recoverable under any item of this section and extension shall not exceed;
 - 3.1. in respect of European Union legislation:
 - a. 15% of the **sum insured**;
 - b. where the **sum insured** by the item applies to **property insured** at more than one **premises** 15% of the total amount for which **we** would have been liable had the insured **property insured** by the item

- at the **premises** where **damage** had occurred been totally destroyed;
- 3.2. in respect of building or other regulations under or framed in pursuance of any Act of Parliament and or bye-laws of any public authority the **sum insured**.

Exhibitions and trade fairs

Cover for **damage** to the **property insured** plus exhibits, stands, furniture, furnishings, display materials, stationary and other similar property owned by **you**, for a period not exceeding 15 consecutive days whilst at any exhibition or trade fair premises and while in transit to and from them in the **territorial limits** or as may be stated in the **schedule**.

The maximum **we** will pay is GBP 5,000 for any one claim and in the aggregate in any one **period of insurance**.

We will not cover:

- a) theft or attempt from unattended vehicles;
- b) theft or attempted theft where there has been no forcible or violent entry unless the exhibition premises are protected by permanently sited security guards;
- c) the **excess** of GBP 250 of each loss.

Fire brigade charges

Cover for the costs **you** incur charged by the local authority or other organisation responsible for preserving public safety for extinguishing fire or fire-fighting provided that these costs are necessary and reasonable.

Fire brigade damage to gardens

Cover for costs and expenses necessarily incurred in reinstating or repairing landscaped gardens and grounds following **damage** caused by fire brigade equipment or personnel attending the **premises** to combat fire.

The maximum **we** will pay is GBP 10,000 in any one **period of insurance**.

We will not cover:

- a) the cost of movement of soil with the exception of soil necessary for surface preparation;
- b) the failure of trees, shrubs or turf to become established following planting or replanting;
- c) the failure of seeds to germinate.

Fire extinguishing expenses and alarm resetting expenses

Cover **for** costs and expenses incurred by **you** for refilling, recharging or replacing any:

- a) portable fire extinguishing appliances;
 - b) local fire suppression system;
 - c) fixed fire suppression system;
 - d) sprinkler installation; and
 - e) sprinkler heads,
- solely in consequence of insured **damage**.

For this cover to operate the equipment described in (a) – (e) above must be maintained in accordance with the manufacturer's instructions.

	<p>We will also pay for the costs and expenses you incur in resetting fire and intruder alarms and closed circuit television systems.</p> <p>Costs and expenses recoverable from the maintenance company or the fire service are excluded from this extension.</p>
Loss of metered services	<p>Cover for charges that you are responsible for, if water, electricity, heating oil or gas is accidentally discharged from a metered system providing service to the premises.</p> <p>The maximum we will pay is GBP 25,000 for any one claim.</p> <p>General Condition Average does not apply to this cover.</p> <p>We will not pay you for the charges you are responsible for if the premises are unoccupied.</p>
Loss prevention costs	<p>Cover for reasonable costs necessarily incurred to protect the buildings from imminent insured damage happening during the period of insurance.</p>
Motor vehicles - static risk	<p>If your business is selling, leasing or renting motor vehicles we will cover you for damage to motor vehicles which are part of your stock and are at the premises when damage occurs.</p>
Obsolete building materials cover	<p>We will cover you for the reasonable additional costs that you incur in the replacement of damaged buildings where more modern materials are used, provided that the original materials used at the time of installation were appropriate for the type of building considering other materials available at that time.</p> <p>The replacement buildings will not be regarded as being better or more extensive than when new, provided that our liability does not exceed 10% of the relevant sum insured or declared value of the buildings for the additional costs.</p>
Partial frustration - alternative settlement	<p>If following damage, rebuilding or restoration of a building is frustrated by the public authority responsible for granting planning permission by refusal to allow a building of the same size and/or use, we will pay:</p> <ol style="list-style-type: none">the cost of constructing a building to the extent permitted by the public authority;the reduction in the market value of your interest in the land and buildings solely as a result of the damage immediately following agreement by us that frustration is unavoidable;any capital sums legally payable by you to any lessees under the terms of the lease or otherwise in consequence of frustration.
Professional fees	<p>Cover for architects, surveyors, legal and consulting engineers fees necessarily incurred with our written consent in the reinstatement or repair of the property insured as a result of damage.</p> <p>We will not cover any costs or expenses for preparing any claim.</p> <p>The most we will pay for any item is the item sum insured shown in the schedule.</p>

Reinstatement to match

Cover for the cost of replacement or modification of non-damaged parts of the **buildings** that form part of a suite, common design or function where the **damage** is restricted to a clearly identifiable area or to a specific part.

The maximum **we** will pay will not exceed 10% of the **sum insured** (or **declared value**) any one claim or the amount that would have been payable had the suite, common design or function been wholly destroyed, whichever is the less.

Removal of debris

Cover for costs necessarily incurred by **you** with **our** written consent in:

- a) removing the debris from;
- b) dismantling or demolishing;
- c) shoring up or propping; and
- d) boarding up;

the portion or portions of the **property insured damaged**.

We will not cover costs or expenses:

- a) incurred in removing debris except from the site of the **damaged property insured** and the area immediately adjacent to the site;
- b) arising from **pollution or contamination** of property not covered by this section.

Rented or leased buildings

Cover for **damage** to:

- a) the building(s) including landlords fixtures and fittings where **you** are the lessee; and/or
 - b) rent payable by **you** for the building(s);
- up to the limit shown in the **schedule** but only to the extent that **you** are liable for the **damage** to those building(s) and/or for the rent payable.

We will not cover any risk which any lessor has agreed by legal contract to insure. Provided that:

- a) if **we** request it, **you** agree to provide **us** with a copy of the lease or the relevant portions of the lease, for any of the **premises** which this cover applies to, and **you** also agree not to extend the relevant sections of the lease for the duration of this insurance without **our** consent;
- b) **we** will not be responsible for rent payable unless the building which the rent payable relates to is **damaged** where it is rendered unfit for occupation and then only for the proportion of the rent payable that is equivalent to the time necessary for reinstating the **damage** sustained.
- c) no amount is recoverable under this cover:
 - i) due to the application of any excess or average condition under any more specific insurance; or
 - ii) due to breach, other than any unintentional breach by **you**, of any condition precedent under any more specific insurance.

Seventy two hours

Damage occurring within 72 consecutive hours of and arising from **Covers 6 - Earthquake** only, **8 - Storm** and **9 - Flood** is deemed to be one claim. **You** have the right to select the moment from which the 72 hour period is deemed to have commenced within the terms of this

section, provided that **damage** occurred before expiry of the **period of insurance**.

Temporary removal

Cover for **damage** to **contents** whilst temporarily removed for cleaning, renovation, repair or similar purposes and to deeds, documents, business books, manuscripts, and plans whilst temporarily removed elsewhere and in transit within the **territorial limits** from the insured events of this section. The maximum **we** will pay is for any one claim is GBP 25,000.

However, **we** will not cover:

- a) motor vehicles and motor chassis licensed for normal road use;
or
- b) property more specifically insured.

Theft damage to buildings

Where there is no building insurance under this **policy we** will pay for **damage** (except for fire) to that part of the **premises** containing the **property insured** directly resulting from theft or attempted theft provided always that **you** are the owner of the **premises** or are liable for the **damage**.

The maximum **we** will pay is GBP 25,000 in total in any one **period of insurance**.

Theft of fixed fabric of the building

Cover for theft of the fixed fabric of the **building**, where the **building** is shown as insured in the **schedule**.

Third party storage locations

Cover for **damage** to **contents** or **stock** from the **Covers** of this section whilst at third party storage locations within the **territorial limits**.

The maximum **we** will pay is GBP 25,000 for **damage** caused by theft or attempted theft and 15% of the **contents** or **stock sum insured** or GBP 500,000 whichever is the less, for all other **damage**.

Traces and access

We will pay for the reasonable costs incurred in locating the source of an escape of water or fuel from any tank, apparatus or pipe on the **premises** and subsequent making good of **damage** caused as a consequence of locating the source.

The maximum **we** will pay is GBP 50,000 for any one claim.

We will not cover the cost of repairs to any fixed domestic water services or heating installation.

Unauthorised use of supplies

Cover for the cost of water, gas, electricity or other metered supply charges **you** incur and for which **you** are legally responsible, up to an amount of GBP 5,000 any one claim, due to unauthorised use by persons taking possession of, keeping possession of or occupying any **building** without the **your** written consent, provided that:

- a) **you** take all practicable steps to terminate unauthorised use as soon as it is covered;
- b) **you** have complied with the **Claims Conditions - Claims Procedure**;
- c) notification of possession is given to **us** as soon as practicably possible upon **you** becoming aware of it.

We will not cover the cost of repairs to any fixed domestic water services or heating installation.

Underground services

Cover for 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**.

Value added tax (or similar tax in the territorial limits)

Cover for value added tax (VAT) or similar tax in the **territorial limits**, paid by **you**, which is not subsequently recoverable. Provided that:

- a) **your** responsibility for VAT arises solely as a result of the **reinstatement** or repair of the **property insured** following **damage**;
- b) **we** have paid or have agreed to pay for the **damage**;
- c) **our** liability does not include amounts payable by **you** as penalties or interest for non-payment or late payment of VAT; and
- d) **you** have taken all reasonable precautions to insure adequately for VAT liability at the start of this **policy** and at each subsequent renewal date.

For the purpose of any average condition, **reinstatement** costs will be exclusive of VAT.

Our liability may exceed the **sum insured** for the **property insured** where the excess amount is solely for VAT.

Section conditions

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

Automatic reinstatement of sum insured

Following **damage**, the sums insured by this **policy** will be automatically reinstated from the date of the **damage**, unless written notice is given to the contrary either by **us** or by **you**, provided always that following reinstatement **you** will:

- a) pay any additional premium as may be requested for reinstatement from the date of reinstatement; and
- b) apply any additional protective devices at the **premises** which **we** may reasonably require.

Electrical wiring inspection

- a) All electrical circuits must be tested at least every five years by a member of the National Inspection Council for Electrical Installation Contracting (NICEIC), or the Electrical Contractors Association (ECA), or the ECA of Scotland (SELECT) to ensure that it meets current IET (The Institution of Engineering and Technology) Regulations (or similar bodies in the **territorial limits**) and that an inspection certificate is issued following inspection.

- b) Any defects identified must be remedied in accordance with the regulations of the IET within 30 days of the issue of the certificate, or another date as may be agreed by **us** if requested by **you**.

Fire alarms

You undertake to:

1. carry out and record the testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed;
2. carry out and record the maintenance procedures specified by the manufacturers of the equipment;
3. notify **us** immediately of any disconnection or failure of the automatic fire alarm installation likely to leave any area unprotected for 12 hours or more;
4. record details of all events such as alarm faults tests maintenance and disconnections a keep such details available for examination by **our** representatives.

Subject to [Section Condition Non-compliance](#) below.

Fire precautions

You should ensure that:

- a) all fire break doors and shutters will be kept closed (except during working hours) and will be maintained in efficient working order;
- b) all fire extinguishing appliances will be regularly inspected and maintained in efficient working order.

Foundations

For 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 centimetres below the level of floors of the lowest storeys (whether the floors constitute the flooring of the basements or otherwise) are excluded from this insurance except where they are within a radius of 60 centimetres around and below any structural column or similar superstructure support.

Intruder alarm (only applies if shown in the schedule)

It is a condition 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 the 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;will 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** will be made without **our** written consent;
5. the **alarmed premises** are not 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** keep all codes for the operation of the **intruder alarm system** secret and do not leave details of them on the **premises**;
8. **you** 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 above have been complied with;
10. in the event of **you** receiving any notice:
 - a) that the 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 company as agreed by **us** that the **intruder alarm system** cannot be returned to or maintained in fully working order;**you** must advise **us** as soon as reasonably practicable and in any event not later than 10.00 am on the next working day and comply with all **our** later requirements.

Special provision

Before **we** agree the alarm specification and maintenance contract arrangements, **you** must comply with all the requirements detailed above as if **we** had agreed the specification and maintenance arrangements.

Involuntary betterment

In the event that new property of like kind and quality is not obtainable following **damage**, property which is as similar as possible to that which has sustained **damage** and which is capable of performing the same function will be considered new property of like kind and quality and will in no event be considered as a betterment to **you**.

In the event of replacement with new property **we** will pay the cost of purchasing and installing technologically current equipment, which is necessitated by incompatibility between:

- a) new equipment installed to replace equipment which has sustained **damage**; and
- b) undamaged existing equipment at the same or an interdependent location.

Provided always that:

- i) **we** will be liable only for the amount sufficient to enable **you** to resume operations in substantially the same manner as before;
- ii) **we** will be liable only for the difference between:
 - a) the highest sales value of the undamaged existing equipment at the same or an interdependent location; and
 - b) the installed cost of the technologically current equipment.

Minimum levels of security

We will not be liable for any **damage** by theft or attempted theft unless:

- a) all locks, fastenings, shutters and other methods of securing all means of access to the **premises** are fitted in accordance with the manufacturer's instructions and secured into their closed position whenever the **buildings** or area under **your** control are closed for business; and
- b) the following minimum security is installed at the **premises** and maintained in efficient working order while this **policy** remains in force:
 - i) all external doors at the **premises** and any internal doors which give access to any part of the building not occupied by **you** must be of solid construction and fitted with a mortise deadlock conforming to British Standard 3621 (or similar standard in the **territorial limits**);
 - ii) where the doors are double leaf in addition to the mortise deadlock the first closing leaf must be fitted with internal flush or mortise rack bolts at the top and bottom of the leaf;
 - iii) any outward opening doors should, in addition to the above, have each hinge fitted with a hinge bolt;
 - iv) all accessible opening windows, fanlights and skylights, including those accessible from decks, roofs, fire escapes or downpipes, must be fitted with key operated window locks, except those opening windows protected by solid steel bars, grilles, expanded metal or weld mesh.

Mortgagees

The act or neglect of any mortgagor or occupier of any **building** insured which increases the risk of **damage** without the authority or knowledge of any mortgagee will not prejudice the interest of the latter party (parties) in this insurance as long as they notify **us** as soon as reasonably practicable on becoming aware of the increased risk and pay an additional premium if required.

Non-compliance

Where:

- a) the obligations in the conditions set out above reduce the risk of a loss of a particular kind, at a particular location and/or at a particular time; and
- b) do not define the risk as a whole;

we shall not rely on any non-compliance to avoid **our** liability under the terms of this **policy** if the non-compliance could not have increased the risk of the loss which actually occurred whilst **you** are not in compliance with the obligations above.

We shall not be liable to provide cover in respect of any act **event** claim or incident occurring whilst **you** are not in full compliance with the obligations above.

Portable space heater

You must ensure that any portable space heater:

- a) is not situated in passageways and other places where it is possible that it could be overturned or suffer 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.

Premises inspection

You must ensure that:

- a) the **buildings** are examined at the end of each **business** day for smouldering matches, tobacco or other material;
- b) the **employee** making the examination signs a daily report; and
- c) the management checks these reports at least once a week.

Re-erection

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

Subrogation waiver

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

- a) any company standing in relation of parent to subsidiary (or subsidiary to parent) to **you**;
- b) any company which is a subsidiary of a parent company of which **you** are a subsidiary.

In each case as defined by current law at the time of the **damage**.

Waste

- a) All oily or greasy waste and/or used cleaning cloths which remain in the **buildings** after the **premises** have closed for the day or when there are no **employees** on the **premises** must be kept in lidded metal receptacles and the contents of the receptacles must be removed from the **buildings** at least once a week and placed in:
 - i) non-combustible lidded containers; or
 - ii) metal lidded skips;which must be placed at least 5 metres away from the **buildings** or **other property**.
- b) All other trade waste including but not limited to redundant **stock** and/or **contents** must be removed from the **buildings** after the **premises** have closed for the day or when there are no **employees** on the **premises** and must be placed in:
 - i) non-combustible lidded containers; or
 - ii) metal lidded skips which must be placed at least 5 metres away from the **buildings** or **other property**.
- c) When containers or skips are full they must be removed from the **premises**.

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 accepted this insurance on the basis of information supplied and cover under this **policy** will cease if:

- a) there are changes to the **premises**, the **building** in which it is located or to the **business** which may increase the risk of **damage**, liability, accident or **bodily injury**;
- b) there are changes in the occupancy or use of the **premises**;
- c) **your** interest in the **premises** or the **business** ceases; or
- d) the **business** is wound up, carried on by a liquidator or receiver or permanently discontinued;

unless **you** have notified **us** within a reasonable time and **we** have agreed to these changes in writing.

Section exclusions

These exclusions apply to this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Burst boiler, economiser vessel machine or apparatus

damage caused by or consisting of the bursting of a boiler, economiser vessel machine or apparatus in which internal pressure is due to steam only, belonging to or under **your** control, other than a boiler used for domestic purposes only, but this will not exclude further **damage** which itself results from a cause not otherwise excluded;

Consequential loss / fines and penalties

- a) **consequential loss** following **damage** to property more specifically insured;
- b) fines, liquidated damages, penalties for delay or detention or in connection with guarantees of performance or efficiency or loss of use or any other form of consequential loss not specifically provided for;

Dishonesty / unexplained disappearance or shortages / misfiling / parting with property

damage caused by or consisting of:

- a) acts of fraud or dishonesty;
- b) disappearance;
- c) unexplained or inventory shortage;
- d) misfiling, misplacing of information or clerical error;
- e) the voluntary parting with title or possession of any **property insured** if induced by any fraudulent scheme, trick, device or false pretence;

Excluded causes

damage caused by or consisting of:

- a) gradual deterioration, frost, wear and tear;
- b) an existing or hidden defect or the **property insured's** own faulty or defective design or materials;
- c) change in water table level except for subsidence, ground heave or landslip;
- d) faulty or defective workmanship, operational error or omission on **your** part or any of **your employees**;
- e) the correction of defects in design or any associated costs and expenses;
- f) collapse or cracking of **buildings** or structures unless resulting from a cause not otherwise excluded;
- g) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects;
- h) change in temperature, colour, flavour, texture or finish.

However, **we** will cover **you** for any following **damage** which results from a cause not otherwise excluded;

Fire / process of production / spontaneous combustion / faulty charging

damage to the **property insured**:

- a) caused by or consisting of fire resulting from the **property insured** undergoing any heating process or any process involving the application of heat;
- b) (other than by fire or explosion) resulting from the **property insured** undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair;

- c) following the spontaneous combustion or faulty charging of any electrical device, including but not limited to mobile phones and e-cigarettes.

Mechanical / electrical breakdown

damage caused by or consisting of:

- a) mechanical or electrical breakdown or disturbance in the usual order, arrangement or functioning of the particular machine, apparatus or equipment in which the breakdown or disturbance in the usual order, arrangement or functioning originates but this will not exclude any following **damage** which itself results from a cause not otherwise excluded; or
- b) nipple or joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and connecting feed piping;

Other insurance

damage to any **property** more specifically insured by **you** or on **your** behalf;

Other insurance (motor vehicles)

damage to motor vehicles or their contents more specifically insured;

Pollution or contamination

damage caused by **pollution or contamination**.

However, **we** will cover **you** for **damage**, not otherwise excluded, to the **property insured** caused by:

- a) **pollution or contamination** which results from an insured **Cover**;
- b) an insured **Cover** which results from **pollution or contamination**;

Property under construction or in transit / public highway / fragile items / jewellery, precious stones and metals

damage to:

- a) **property** or structures in the course of construction or erection and associated materials or supplies in the course of construction or erection;
- b) **property** in transit, provided that the **damage** is not caused by or happening through defective or inadequate packing;
- c) a public highway, unless **your** property or for which **you** are responsible;
- d) china, earthenware, marble or other fragile objects (not including **stock**);
- e) jewellery, precious stones, gold and silver articles, precious metals, watches, furs, rare books, explosives or non-ferrous metals, bullion;

unless specifically stated as insured in the **schedule**;

Theft or attempted theft

damage caused by theft or attempted theft:

- a) by any person lawfully in the **premises**;
- b) where **you** or **your** partners, directors or **employees** or any member of **your** household are involved;
- c) from any **building** or part of any **building** not capable of being locked;
- d) voluntary parting of title or possession of any **property insured** if induced by any fraudulent scheme, trick, device or false pretence;
- e) not involving entry to or exit from the **premises** by forcible and violent means.

We will not cover **property insured** whilst on the premises of a hotel or motel unless in the **your** possession or in a locked safe, vault or hotel or motel room;

Uninsured property

damage to:

- a) property in the course of construction including materials for use in the construction;
- b) livestock;
- c) growing crops, trees or plants;
- d) vehicles licensed for road use, (including their accessories) caravans, trailers, railway locomotives, rolling stock, watercraft, aircraft or spacecraft;
- e) land, (including water in or on land), railway lines, dams, reservoirs, piers, jetties, wharves, docks, canals, rigs, wells, pipelines, bridges, culverts, tunnels, excavations, mining property underground or off-shore property;
- f) **money**, cheques, stamps, books, bonds, credit cards or securities of every description;
- g) above ground transmission lines and their distributing lines and their supporting structures, other than **property** within 250 metres of any **premises**;

unless specifically stated as insured in the **schedule**;

Unoccupied building

damage while the **building** is **unoccupied** caused by:

- a) escape of water from any tank, apparatus or pipe
- b) malicious persons;
- c) freezing.

However, **we** will cover **you** for **damage** if it is caused by [Cover 1 Fire](#) or [Cover 3 Explosion](#);

Wind / rain, hail, sleet, snow / flood / dust, sand / freezing

damage to:

- a) gates;
- b) fences;
- c) moveable **property** in the open;
- d) open sided **buildings** or **property insured** within them;

by:

- i) wind;
- ii) rain, hail, sleet or snow;
- iii) flood;
- iv) dust, sand;
- v) freezing.

2. Business Interruption

This section only applies if shown in the schedule

Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning
Annual rent receivable	The rent receivable during the 12 months immediately before the date of the damage .
Business interruption	an incident resulting from interruption of or interference with your business carried on at the premises in consequence of an incident .
Customers accounts	all the credit accounts of your business .
Declaration(s)	A declaration of the gross profit / gross revenue (as applicable) earned during the financial year most nearly concurrent with the period of insurance (plus any increase by the amount by which the gross profit may have been reduced during the financial year solely following a loss giving rise to a claim for loss of gross profit) which must be: <ul style="list-style-type: none"> i) provided to us not later than 6 months after the expiry of each period of insurance; and ii) confirmed by your professional accountants.
Estimated gross profit	the amount declared by you to us as representing not less than the gross profit which it is anticipated will be earned by your business during the financial year most nearly concurrent with the period of insurance or a proportionately increased multiple thereof where the maximum indemnity period exceeds 12 months.
Estimated rent receivable	the amount declared by you to us as representing not less than the rent receivable which it is anticipated will be earned by your business during the financial year most nearly concurrent with the period of insurance or a proportionately increased multiple thereof where the maximum indemnity period exceeds 12 months.
Estimated revenue	the amount declared by you to us as representing not less than the revenue which it is anticipated will be earned by your business during the financial year most nearly concurrent with the period of insurance or a proportionately increased multiple thereof where the maximum indemnity period exceeds 12 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 . NB: For the purpose of this definition gross profit is as defined but the words and expressions used will have the meaning attached to

	them in your usual accounting methods, due provision being made for depreciation of stock and work in progress.
Gross revenue	The money paid or payable to you for the work done or services rendered in the course of the business (net of discounts allowed) but excluding rent receivable.
Incident	an event of damage to the insured property used by your business .
Indemnity period	the period commencing from the date of the incident and ending no later than the maximum indemnity period during which the results of the business are affected in consequence of the damage .
Maximum indemnity period	the number of months stated against each item detailed in the schedule unless stated otherwise by endorsement .
Outstanding debit balances	an estimate of the total debit declared at the time of the incident adjusted for: a) bad debts; b) amounts debited or invoiced but not debited and credited including credit notes and money not passed through your books of accounts at the time of the incident to customers accounts in the period between the last statement date and incident ; c) any abnormal condition of trade which had or could have had a material effect on your business so that the figures adjusted shall represent as nearly as practicable those which would have applied at the incident .
Rent receivable	The money paid or payable to you by tenants for accommodation and services provided in the course of the business at the premises .
Specified working expenses	a) 100% of purchases (less discounts received); b) 100% of discounts allowed; c) 100% of bad debts written off.
Standard rent receivable	The rent receivable during that period in the 12 months before the date of the damage 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 damage or which would have affected the business had the damage not occurred.
Standard revenue	The revenue during that period in the 12 months before the date of the damage 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 damage or which would have affected the business had the damage not occurred.
Standard turnover	The turnover during that period in the 12 months immediately before the date of the damage which corresponds with the indemnity period to which adjustments will be made as necessary to provide

	for the trend of the business and for variations in or other circumstances affecting the business had the damage not occurred, so that the figures adjusted represent as nearly as may be reasonably practicable the results which but for the damage would have been obtained during the relative period after the damage .
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 .

Your cover

Insuring clause

We will cover **you** for **business interruption** losses occurring in the **indemnity period** following an **incident** during the **period of insurance** caused by the operation of a **Cover** listed below and not stated to be excluded in the **schedule**.

Provided that at the occurring of the **business interruption** there shall be in force an insurance covering **your** interest in the **property insured** at the **premises** against such **damage** and that payment:

1. shall have been made or liability admitted; or
2. would have been made or liability admitted but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.

Limit of indemnity

Our liability under this section shall not exceed the **sum insured** by each item stated in the **schedule** in respect of any one **period of insurance**.

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest **limit of indemnity** available under the sections providing cover.

Basis of claims settlement

A. Gross profit

The insurance by this item is limited to loss of **gross profit** not exceeding the **limit of indemnity** due to:

- a) reduction in **turnover**; and
 - b) increase in cost of working;
- and the amount payable will be:
1. for reduction in **turnover**, the sum produced by applying the rate of **gross profit** to the amount by which the **turnover** during the **indemnity period** will following the **damage** fall short of the **standard turnover**;
 2. for 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** following the **damage** but not exceeding the total of:
 - a) the sum produced by applying the rate of **gross profit** to the amount of reduction avoided; plus
 - b) 25% of the **sum insured** by this item (but not more than GBP 250,000);

less any sum saved during the **indemnity period** for the charges and expenses of the **business** payable out of **gross profit** as may cease or be reduced following the **damage**.

However, if the **sum insured** by this item is less than the estimated **gross profit** (proportionately increased where the **maximum indemnity period** exceeds 12 months) earned by the **business** during the financial year most nearly concurrent with the **period of insurance**, the amount payable will be proportionately reduced.

B. Additional cost of working

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**.

C. Rent receivable

The insurance by this item is limited to loss of **rent receivable** due to:

- a) reduction in **rent receivable**; and
- b) increase in cost of working;

and the amount payable will be:

1. for reduction in **rent receivable**, the amount by which **rent receivable** during the **indemnity period** will in consequence of the **damage** fall short of the **standard rent receivable**;
2. for 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 **damage** but not exceeding:
 - a) the amount of reduction in **revenue** avoided;
 - b) plus 25% of the **sum insured** by this item (but not more than GBP 250,000);

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

However, if the **sum insured** by this item is less than the **annual rent receivable** (proportionately increased where the **maximum indemnity period** exceeds 12 months) the amount payable will be proportionately reduced.

D. Loss of revenue

The insurance by this item is limited to loss of **gross revenue** due to:

- a) reduction in **gross revenue**; and
 - b) increase in cost of working;
- and the amount payable will be:

1. for reduction in **gross revenue**, the amount by which the actual **gross revenue** during the **indemnity period** will because of the **damage** fall short of the **standard revenue**;
2. for increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **gross revenue** which but for that expenditure would have taken place during the **indemnity period** because of the **damage** but not exceeding the amount of reduction in **gross revenue** avoided;

less any sum saved during the **indemnity period** for the charges and expenses of the **business** payable out of **gross revenue** as may cease or be reduced because of the **damage**.

E. Book debts

- a) This insurance by this item is limited to the loss sustained by **you** in respect of **outstanding debit balances** directly due to **damage** and the amount payable in respect of any one claim due to **damage** will not exceed:
- i) the difference between:
 - a) the **outstanding debit balances**; and
 - b) the total of the amounts received or traced;
 - ii) the additional expenditure incurred with **our** consent in tracing and establishing customers' debit balances after the **damage** provided that if the **sum insured** by this item is less than the **outstanding debit balances** the amount payable will be proportionately reduced.
- b) If **we** require any information to verify a claim **your** professional accountants at the time of the claim may produce and report details contained in **business** books or records. Their report will be accepted as sufficient evidence of the details.

We will pay **your** professional accountant's charges for:

- i) producing information **we** require for investigating any claim; and
- ii) confirming the information in accordance with **your business** books.

The maximum **we** will pay for any claim, including professional accountant's fees, will not exceed:

1. the **sum insured** on each item; or
2. the total **sum insured**; or
3. any other maximum amount payable or limit specified in the **schedule**.

Covers

1. **Fire** but excluding **damage** caused by:
 - a) **Cover 3 Explosion** resulting from fire;
 - b) its own spontaneous fermentation or heating;
 - c) its undergoing any heating process or any process involving the application of heat;
 - d) **Cover 7 Earthquake**;
 - e) **Cover 8 Subterranean Fire**;
 - f) **Cover 2 Lightning**.
2. **Lightning**
3. **Explosion** but excluding **damage**:
 - a) caused by or consisting of the bursting of a boiler, economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control;
 - b) in respect of and originating in any vessel machinery or apparatus or its contents belonging to **you** or under **your** control which requires to be examined to comply with any statutory regulations unless such vessel, machinery or

apparatus shall be the subject of a certificate or other contract providing the required inspection service.

4. **Aircraft** or other aerial devices or articles dropped from them but excluding **damage** caused by:
 - a) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
 - b) fire.
5. **Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons** but excluding **damage** arising from:
 - a) confiscation, requisition or destruction by order of the government or any public authority;
 - b) stopping work;
 - c) **Cover 1 Fire** caused by strikers, locked out workers or persons taking part in labour disturbances or malicious persons;
 - d) **Cover 13 Theft or Attempted Theft** directly caused by malicious persons to any **building** which is **unoccupied** or not in use for more than 30 days.
6. **Earthquake** excluding **damage** by **Cover 1 Fire**.
7. **Subterranean fire**.
8. **Storm** but excluding **damage**:
 - a) by **Cover 2 Lightning**;
 - b) to fences gates and moveable property in the open unless the building is also damaged by the same event;
 - c) to open sided or fronted buildings or to the property contained therein;
 - d) by **Cover 9 Flood**;
 - e) by frost or **Cover 15 Subsidence Ground Heave or Landslip**;
9. **Flood** but excluding **damage**:
 - a) attributable solely to change in the water table level;
 - b) caused by **Cover 2 Lightning**;
 - c) caused by **Cover 8 Storm**;
 - d) by frost or **Cover 15 Subsidence Ground Heave or Landslip**;
 - e) in respect of movable property in the open, fences and gates.
10. **Escape of water** from any tank, apparatus or pipe but excluding **damage**:
 - a) by water discharged or leaking from any automatic sprinkler installation;
 - b) in respect of any **building** which is **unoccupied** or not in use for more than 30 days.
11. **Accidental escape of water** from any automatic sprinkler installation in the **premises** but not **damage** caused by:
 - a) freezing whilst the **building** is **unoccupied** or not in use for more than 30 days;
 - b) caused by **Cover 1 Fire**;
 - c) caused by **Cover 3 Explosion**;
 - d) caused by **Cover 6 Earthquake**;

e) caused by **Cover 7 Subterranean Fire** or heat caused by fire.

12. Impact by any road vehicle or animal.

13. Accidental damage but excluding:

- a) **damage** caused by:
- i) any of the **Covers** specified above;
 - ii) the causes expressly excluded from the **Covers** specified above whether or not insured;
 - iii) inherent vice, latent defect, gradual deterioration, wear and tear, faulty or defective design or materials;
 - iv) 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;
 - v) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects;
 - vi) change in temperature, colour, flavour, texture or finish;
 - vii) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunication services;
 - viii) 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;
 - ix) 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;
 - x) **pollution or contamination**;
 - xi) normal settlement or bedding down of new structures;
 - xii) acts of fraud or dishonesty;
 - xiii) disappearance, unexplained or inventory shortage, misfiling or misplacing of information;
 - xiv) **damage** to a **building** or structure caused by its own collapse or cracking;
 - xv) any process of production, packing, treatment, testing, commissioning, servicing or repair;
 - xvi) nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority;
- b) **damage** to:
- i) movable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust;
 - ii) vehicles licensed for road use (including their accessories) caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
 - iii) 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;
 - iv) **glass**.

14. Theft or attempted theft including **damage**:

- a) involving forcible and violent entry to or exit from **buildings**;

- b) following assault or violence or threat of assault or violence to **you** or any partner, director, **employee** of **yours** or members or their families or any other person lawfully on the **premises**;
- c) to the **premises** for which **you** are responsible as a result of (a) above;
but, unless **we** state otherwise in the **schedule**, **we** do exclude **damage**:
 - i) caused by **you** or any partner, director or **employee** of **yours** or any other person to whom property has been entrusted excepting collusion;
 - ii) in respect of:
 - a) coin and similarly operated gaming and or amusement machines or their contents;
 - b) money except as provided for within **all other contents**;
 - c) livestock, growing crops or trees, furs, jewellery, gold, silver or other precious metals or precious stones or curiosities works of art or rare books except as provided for within **all other contents**;
 - d) to property in gardens, yards, open spaces or in open sided or fronted **buildings** or in **buildings** not on permanent foundations.

15. Subsidence, ground heave or landslip excluding **damage**:

- a) arising from the settlement or movement of made-up ground or by coastal or river erosion;
- b) occurring as a result of the construction demolition altering or structural repair of any **property** at the **premises**;
- c) arising from the settling, shrinkage or expansion of foundations, walls, floors, ceilings or roof settlement or bedding down of new structures or extensions, subsidence ground-heave or landslip;
- d) occurring prior to the inception date of the insurance under this section;
- e) caused by subsidence, ground-heave of any part of the site on which the **buildings** stand or landslip resulting from groundworks or excavation at the **premises**;
- f) caused by subsidence, ground heave of any part of the site on which the **buildings** insured stand or landslip to the yards, car parks, roads, pavements, walls, gates and fences unless the **buildings** insured under this section are affected at the same time.

Special condition applicable to Cover 15

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

Automatic extensions

The following extensions are provided as standard covers.

Prevention of access

Cover for consequential loss as a result of **damage to property** within a one mile radius of the **premises** which prevents or hinders the use of the **premises** or access to it.

The maximum **we** will pay for any one claim will not exceed the total of the **sum insured** (or 133⅓% of the estimated amounts) or any **limit of indemnity** shown in the **schedule**.

Professional accountants

Cover for reasonable charges payable by **you** to **your** professional accountants for producing any particulars or details or any other proofs, information or evidence as may be required by **us** under the terms of this **policy** and reporting that the particulars or details are in accordance with **your** books of account or other **business** books or documents.

The amount payable under this extension together with the amount payable under this section will not exceed the **limit of indemnity**.

Public utilities

Cover includes interruption of or interference with **your business** in consequence of an **incident** as insured by this section to property at the premises of any public supply undertaking including the land based lines and cables carrying the supply to the terminal point of **your premises** in the **territorial limits** from which **you** obtain gas electricity water or telecommunications but excluding:

- a) telecommunications where such failure is for a period of less than 24 hours;
- b) electricity gas or water where such failure is for a period of less than 1 hour;
- c) any failure caused by:
 - i) the deliberate act of any supply authority or by the exercise by any such supply authority of its power to withhold or restrict supply due to drought or any other reason;
 - ii) strikes or any labour or trade dispute;
 - iii) other atmospheric or weather conditions but this shall not exclude failure due to damage to equipment caused by such conditions;
 - iv) loss resulting from error or omission in the design plan or specification of such land based lines and cables operational error or omission faulty workmanship or faulty materials employed in the original product and or original installation of such property.

The **maximum indemnity period** under this **extension** shall be 3 months.

The maximum **we** will pay for any one claim is GBP 250,000.

Section conditions

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

Accumulated stocks	In adjusting any loss, account will be taken and an equitable allowance will be made if any shortage in turnover due to the damage is postponed because of the turnover being temporarily maintained from accumulated stocks of finished goods.
Alteration	The insurance by this section will be cancelled 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 start of this policy unless we agree it may continue.
Alternative trading	If, during the indemnity period , goods are sold or services are rendered elsewhere than at the premises for the benefit of the business either by you or by others on your behalf, the amount paid or payable for the sales or services will be brought into account in arriving at the takings during the indemnity period .
Automatic reinstatement after loss	Unless you tell us otherwise in writing, our liability will not be reduced by the amount of any loss and you agree to pay the appropriate additional premium for this automatic reinstatement of cover.
Book of account	You must ensure that 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.
Current cost accounting	For the purpose of this section any adjustment implemented in current cost accounting will be disregarded.
Declaration for gross profit / gross revenue	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 / gross revenue (as applicable) for the relative period of insurance , we will allow a pro rata return of premium not exceeding 50% of the premium; b) is greater than the estimated gross profit / gross revenue (as applicable) for the relative period of insurance , you will pay a pro rata additional premium.
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 / gross revenue (as applicable) will apply separately to each department affected.
Intergroup dependency	In the event of damage , the amount we will pay to you for any one claim is limited to the consequential loss: a) at the premises where the damage takes place; plus b) at all other premises ; but the amount we will pay will not exceed the sum insured shown in the schedule .
Payments on account	Payments on account will be made at our discretion during the indemnity period if requested.
Premium adjustment	Book debts

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** will take the maximum **sum insured** as the total amount declared.

At the end of each **period of insurance** the actual premium will 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** will 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.

Gross profit / revenue

The first and annual premiums for **gross profit / gross revenue** (as applicable) are provisional and are based on the **estimated gross profit / revenue** (as applicable) for the financial year most nearly concurrent with the **period of insurance**.

Within six months of the expiry of each **period of insurance**, **you** will give **us** a **declaration** of the **gross profit / gross revenue** (as applicable) earned during the financial year most nearly concurrent with the **period of insurance** as confirmed by **your** auditors.

If any loss has occurred giving rise to a claim for loss of **gross profit / gross revenue** (as applicable), **we** will increase the **declaration** for the purpose of premium adjustment by the amount by which the **gross profit / gross revenue** (as applicable) was reduced during the financial year solely following the loss.

Renewal

You will before each renewal tell **us** the **estimated gross profit / revenue** (as applicable) for the financial year most nearly concurrent with the next **period of insurance**.

Removal of computer disks and tapes

You must ensure 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.

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 will be brought into account which the **gross profit** bears to the sum of the **gross profit** and the uninsured standing charges.

Salvage sale

If following **damage** giving rise to a claim under this section **you** hold a salvage sale during the **indemnity period** the definition of **standard turnover** will instead mean the sum produced by applying the rate of **gross profit** to the amount by which the **turnover** during the **indemnity period** (less the **turnover** for the period of the salvage sale) will because of the **damage** fall short of the **standard turnover** from which sum will be deducted the **gross profit** actually earned during the period of the salvage sale.

Undamaged stock

This section includes cover for undamaged **stock** (less salvage value), made unusable solely as a result of **damage**.

Value added tax (or similar tax in the territorial limits)

To the extent that **you** are accountable for value added tax (or similar tax in the **territorial limits**) to the authorities all terms in this section will be exclusive of tax.

Section exclusions

These exclusions apply to this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Clerical errors / omissions

mislaying or misfiling of tapes and records, clerical errors or omissions;

Computer records

erasure or distortion of information on computer systems or other records:

- i) due to the presence of a magnetic flux or whilst mounted in or on any machine or data processing apparatus unless caused by **damage** to the said machine or apparatus;
- ii) due to defects in records;

Connivance of employees

the connivance of any **employee**;

Falsification of business records

deliberate falsification of **business** records;

3. Trade All Risks (Equipment)

This section only applies if shown in the schedule

Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning
Glass	Fixed, plain or wired glass and mirrors at the premises .
Territorial limits (for this section only)	The limits chosen by you and shown in the schedule attaching to this policy : a) at your business premises ; b) anywhere in the General Definition of territorial limits ; c) anywhere in the European Union; or d) anywhere in the world.

Your cover

Insuring clause

We will cover **you** for **damage** occurring to **property** stated in the **schedule** during the **period of insurance**.

Limit of indemnity

Our liability under this section shall not exceed the **sum insured** shown in the **schedule** in respect of any one **period of insurance**.

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest **limit of indemnity** available under the sections providing cover.

Basis of claims settlement

Reinstatement

Following **damage** to the **property**, except for professional fees, debris removal, pedal cycles and personal effects, computer records and **stock**, the basis upon which **we** will calculate the amount **we** will pay for any claim will be the **reinstatement** of the **property damaged**, subject to the following conditions:

- a) where the **property** is:
 - i) lost or destroyed, **we** will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new;
 - ii) **damaged**, **we** will pay for the replacement or repair of the **damaged** portion to a condition as good as, but not better or more extensive than, its condition when new.

However, **we** will not pay more than **we** would have done if the **property** had been completely destroyed.

- b) The work of **reinstatement**:
 - i) may be carried out on another site and in a manner suitable to **your** needs provided that **our** liability is not increased;
 - ii) must begin and be carried out as quickly as possible.

The maximum **we** will pay under this section in any one **period of insurance** will not exceed:

- a) the **sum insured** on each item; or
 - b) the total **sum insured**;
- or any other maximum amount payable or the **limit of indemnity** specified in this section or the **schedule**.

Excess

Our total liability applies over and above any **excess**, as set out in the **schedule**.

Automatic extensions

The following extensions are provided as standard covers.

Glass

We will replace **glass** for which **you** are responsible at the **premises**, in the event of breakage or at **our** option pay the cost of replacement. **We** are not obliged to replace or pay for the replacement of any property exactly but only as nearly as circumstances permit.

The most **we** will pay is for any one claim is GBP 2,000.

We will also pay for:

- a) **damage** to window frames or framework, shutters or blinds following breakage of **glass**;
- b) the cost of replacing window alarm foil lettering or painting or other ornamental work attached to the **glass**;
- c) **damage** to goods incidental to the **business** caused by breakage of fixed **glass** in display windows;
- d) removing or replacing the fixtures and fittings necessarily incurred to replace the **glass**;
- e) the cost of necessary boarding up pending repair or replacement.

We will not cover:

- a) repairs, alterations or other fitting to the **premises**;
- b) defects in frames and framework;
- c) any **unoccupied building**;
- d) faulty or defective workmanship on **your** part or any of **your employees**;
- e) wear and tear, gradual deterioration, mechanical or electrical breakdown of neon and illuminated signs and electric light fittings.

Section conditions

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

Lockfast

All tools of trade, small tools, laptop computers, communication equipment and mobile equipment must be kept in a locked building or vehicle when not in use.

No cover will be provided for the items stated in the paragraph above when left in unattended vehicles unless the vehicle is parked in a locked garage or building or the items are permanently fixed to the interior of the vehicle.

Intruder alarm (only applies if shown in the schedule)

It is a condition 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 the 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;will 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** will be made without **our** written consent;
5. the **alarmed premises** are not 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** keep all codes for the operation of the **intruder alarm system** secret and do not leave details of them on the **premises**;
8. **you** 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 above have been complied with;
10. in the event of **you** receiving any notice:
 - a) that the 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 company as agreed by **us** that the **intruder alarm system** cannot be returned to or maintained in fully working order;

you must advise **us** as soon as reasonably practicable and in any event not later than 10.00 am on the next working day and comply with all **our** later requirements.

Special provision

Before **we** agree the alarm specification and maintenance contract arrangements, **you** must comply with all the requirements detailed above as if **we** had agreed the specification and maintenance arrangements.

Subrogation waiver

In the event of a claim arising under this section **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 (or subsidiary to parent) to **you** as defined in the Companies Act or Companies (N.I.) Order (or similar legislation in the **territorial limits**) 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 (or similar legislation in the **territorial limits**) current at the time of the **damage**.

Section exclusions

These exclusions apply to this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Consequential loss

any consequential loss;

Corrosion, vermin or atmospheric conditions

corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects, change in temperature;

Excluded causes

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 the **territorial limits**.

Faulty workmanship

faulty or defective workmanship, operational error or omission on **your** or any **employees** part but this will not exclude subsequent **damage** which itself results from a cause not being otherwise excluded;

Fraud

acts of fraud or dishonesty by **your employees**;

Loss caused by malfunction of the property

financial loss caused by the loss of use or malfunction of the **property**;

Pollution or contamination

damage caused by **pollution or contamination**.

However **we** will cover **damage** to the **property** caused by **pollution or contamination** which itself results from:

- a) fire, lightning, explosion, aircraft or other aerial devices dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any 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 or contamination** provided it is not otherwise excluded;

Territorial limits

damage occurring outside the **territorial limits**;

Theft or attempted theft

damage resulting from theft or attempted theft or unexplained disappearances:

- a) from an unattended vehicle unless the item stolen is stored in a locked boot or if there is no boot, an unattended vehicle without windows; or
- b) of **property** which is unattended unless there is forcible and violent entry or exit;

Unattended vehicle

damage from **unattended vehicle** and or trailer unless the **property** is kept within the boot or secure compartment which is secured by all locks and other protections;

Uninsured property

damage to:

- a) **property** 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** was being transported;
- c) **property** left in the open by theft, attempted theft, storm or flood;
- d) **property** carried on the outside of vehicles unless as a direct result of collision or overturning.

4. Animal Injuries, Accidents and Expenses

This section is automatically included

Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning
Accident	a sudden, unexpected, unusual and specific event which occurs at an identifiable time and place and which occurs during the period of insurance .
Clinical signs	Changes in the animal's normal healthy state, it's bodily functions or behaviour.
Costs and expenses	a) Claimants' costs and expenses arising for any claim against you which may be the subject of cover under this section. b) All costs and expenses incurred by you with our written consent for any claim against you which may be the subject of cover under this policy .
Illness	Any changes to an animal's normal healthy state, sickness, disease, mental disorders, emotional disorders, defects and abnormalities.
Injury	A sudden physical injury caused by an accident where the animal suffers more than superficial cuts and abrasions.
Market value	The price generally paid for an animal of the same age, breed, sex, pedigree and breeding ability.
Veterinary fees	The amount vets , in general practice, generally charge for the treatment of each type of injury or illness .

Your cover

Insuring clause

We will cover **you** for:

- a) the purchase price of an **animal** up to 5 years old; or
- b) the **market value** of an **animal** aged 6 years or more; or
- c) if there is no purchase receipt or formal proof of the amount paid for an **animal**, the **market value**; and
- d) **veterinary fees** incurred by **you**;

in the event of:

- i) the death of any **animal** caused by an **accident** or **injury**; or
 - ii) injury to any **animal** caused by an **accident**;
- which is in **your** care, custody or control in the course of **your business** within the **territorial limits** during the **period of insurance**.

Provided that where an **animal** sustains an **injury** while in **your** care, custody or control, such **injury** results in the **animal's** death within 21 days of it leaving **your** care, custody or control.

Exclusions

These exclusions apply to this section. **We** will not cover:

- a) intentional slaughter except where **we** agree to the destruction or where a **vet** has certified that the humane destruction is essential. In which case **we** will have the right to a post mortem examination carried out by a **vet**;
- b) death, injury, illness or disease caused by or arising from any malicious or wilful act by **you** or an **employee**;
- c) any consequential loss other than **veterinary fees** or the increased cost of keeping an injured or sick **animal** for a period not exceeding 12 months;
- d) injury to any stud **animal** or any being used for breeding;
- e) death, injury, illness or disease arising out of the administration of any medicament or treatment by **you** or any **employee** unless under the direction of a **vet**;
- f) death, injury, illness or disease to any **animal** owned by **you** or any member of **your** family.

Limit of indemnity

Our liability under this section shall not exceed the **limit of indemnity** shown in the **schedule** irrespective of the number of claims or claimants.

Our liability shall not exceed the sum of GBP 25,000 for any one claim.

Costs and expenses are payable in addition to the **limit of indemnity** except for any claim brought in the United States of America or Canada or any territory within their jurisdiction where the **limit of indemnity** shall be the maximum amount payable including **costs and expenses**.

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest **limit of indemnity** available under the sections providing cover.

Excess

Our total liability applies over and above any **excess**, as set out in the **schedule**.

Automatic extensions

The following extensions are provided as standard covers

Advertising and reward

If an **animal** is stolen or goes missing during the **period of insurance** whilst held on trust by **you** or in **your** care, custody or control in the course of **your business** activities, cover for:

- a) the cost of advertising;
- b) the cost of the reward **you** have offered; and
- c) additional costs involved in the recovery of the **animal** not covered by paragraphs (a) and (b) above.

Exclusions applicable to this extension

These exclusions apply to this extension. **We** will not cover:

- a) any amount in excess of GBP 350 per **animal**;
- b) any reward that **we** have not agreed to before **you** advertised it;

- c) any reward not supported by a signed receipt giving the full name and address of the person who found the **animal**;
- d) any reward paid to the owner of the **animal**, a person employed by **you**, a member of **your** family or someone who lives with **you**.

Claims conditions

You must:

- i) contact **us** for approval of any reward before **you** advertise it;
- ii) send the completed claims form together with the invoices setting out the costs involved including a receipt for any reward **you** paid.

Microchipping

Cover for liability arising from or in connection with microchipping of boarded **animals**.

Provided that the person performing the microchipping of the **animal** holds a valid certificate of competence.

Loss of keys

Cover for reasonable costs necessarily incurred in replacing external door locks at the customers' premises following the loss of keys by **you** or any principal, director, partner or **employee** authorised to hold keys.

The maximum **we** will pay is GBP 10,000 in any one **period of insurance**.

Theft or straying

If an **animal** is stolen or goes missing whilst in **your** care, custody or control in the course of **your business** activities in the **territorial limits** during the **period of insurance** and is not recovered or does not return, **we** will pay:

- a) the purchase price of an **animal** up to 5 years old;
- b) the **market value** of an **animal** aged 6 years or more; or
- c) if there is no purchase receipt or formal proof of the amount paid for an **animal**, the **market value**.

Conditions applicable to this extension

These conditions apply to this extension:

- a) if the **animal** is stolen, **you** must inform the police and request a crime reference number or written confirmation of **your** report;
- b) **you** must tell all **vets** within 5 miles of the area where the **animal** was last seen;
- c) **you** must send a claim form if the **animal** has not been found within 30 days;
- d) if the **animal** is found or returns, **you** must repay the full amount **we** have paid **you**.

Exclusions applicable to this extension

These exclusions apply to this extension. **We** will not cover:

- a) any amount in excess of GBP 1,500 per **animal**;
- b) any amount if **you** have freely parted with the **animal**, even if tricked into doing so, unless someone was looking after or transporting the **animal** in return for money, goods or services.

Travel costs

If an **animal** which is left with **you** and for which **you** are responsible in the course of **your business** activities during the **period of insurance**:

- a) has died or has gone missing; and

- b) as a result the owner has to return to the **territorial limits**; **we** will pay for the travel costs incurred by the owner which **you** are legally required to meet.

Conditions applicable to this extension

These conditions apply to this extension:

- the **animal** must be confirmed as dead or have been missing for at least 72 hours;
- you** will be responsible for the first GBP 50 of any claim;
- you** must provide written proof of all costs incurred;
- the maximum **we** will pay is GBP 1,000 in total in any one **period of insurance**.

Claims conditions

You must:

- complete a claim form and send **us** invoices to support the amounts **you** are claiming; and
- provide **us** with the pedigree certificate and receipt from when **your** customer bought the **animal**.

Section conditions

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

Disclosure of information relevant to claim

When **you** claim, **you** agree to give **us** any information **we** may reasonably ask for.

Disclosure of insurance information to vet

If **you** allow claim monies to be paid directly to **your vet** then, if the **vet** who has treated the **animal** or is about to treat the **animal**, asks for information about **your** Insurance that relates to a claim, **we** will tell the **vet** what the insurance covers, how the amount **we** pay is calculated and if the premiums are paid to date.

Due care of the animal

You must take proper care of the **animal** whilst in **your** care.

Examination by vet within 48 hours of boarding an animal

If **you** board an **animal** for quarantine **you** must arrange for it to be examined by a **vet** within 48 hours of the time **you** receive it (**you** or the owner must pay the charge).

Good health

You must check the **animal** and only accept it for boarding or quarantine if it is in good health.

Increase in the number of animals at the facility

If the total number of **animals** **you** can board increases from the number shown on **your schedule**, **you** must notify **your** broker immediately. If **you** do not, **we** will only pay a percentage of any claim for **veterinary fees** based on the number of **animals** shown on **your schedule**.

Offset	When we settle your claim, we will deduct from the amount paid any amount due to us .
Rescue animals	All rescue animals must be kept in isolation and separate to the commercial boarders.
Vet examination for animals that show clinical signs of injury or illness	You must arrange for a vet to examine and treat the animal as soon as possible after it has shown clinical signs of an injury or an illness . At our option, you must also take the animal to a vet that we choose.
Vets fees for information	If we need information about the animal from a vet and he or she charges you , you or the owner must pay the charge.

Section exclusions

These exclusions apply to this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Animals boarded for more than 6 months	any animal which has been boarded at the kennel, cattery or hotel for more than six months;
Animals less than 8 weeks old	any animal that is less than 8 weeks old;
Animals owned by you	any animal you own or are responsible for outside the normal business activities of a boarding kennel, cattery or rabbit hotel;
Breach of laws or regulations relating to animal health and importation	any loss caused if you break any laws or regulations, including those relating to animal health and importation in the territorial limits ;
Confiscation / destruction	the animal being confiscated or destroyed by government or public authorities or under the terms of the Animal Act 1971 (or equivalent legislation in the territorial limits) because it was worrying livestock;
Cover under other sections	any claim which forms the subject of indemnity by any other section or extension in this policy ;
Criminal proceedings	legal expenses, fines and penalties connected with or resulting from a criminal court case or Act of Parliament;
Dangerous dogs	any dog that must be registered under the Dangerous Dogs Act 1991 and the Dangerous Dogs (amended) Act 1997, or equivalent legislation in the territorial limits ;
DEFRA restrictions	any costs caused because the Department of Environment, Food and Rural Affairs (DEFRA), or equivalent department in the territorial limits , has put restrictions on any animal you are boarding;
Diseases transmitted from animals to humans	diseases transmitted from animals to humans;

Excluded illnesses	any amount that results from any illness in the following list if the animal is not vaccinated against it: a) for dogs - distemper, hepatitis, leptospirosis and parvovirus; b) for cats - feline infectious enteritis, feline leukaemia and cat flu; c) for rabbits - myxomatosis and viral haemorrhagic disease;
Excluded legislation	claims arising under the Sale of Goods Act 1979, Supply of Goods & Services Act 1982, Sale & Supply of Goods Act 1994 or the Sale & Supply of Goods to Consumers Regulations 2002 and any subsequent legislation, or equivalent legislation in the territorial limits , for the breeding, sale or supply of any kittens, puppies or any other animal .
Guard dogs / racing dogs	dogs used for guarding or racing;
Infectious diseases	compensation for any illness or death as a result of illness of any quarantined animal caused by the contraction of any infectious disease;
Medical treatment	the provision of any medical or other bodily treatment;
Non-proprietary or non-branded products	your sale, use, application or prescription of any non-proprietary or non-branded products in connection with your business ;
Strays / rescue animals / animals owned by or the responsibility of a public authority / animals used in security	strays, rescued animals , any animal owned by or the responsibility of a local authority, a charity, the police, the prison service or any guard or security business ;

5. Animal Illness

This section only applies if shown in the schedule

Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning
Clinical signs	Changes in the animal's normal healthy state, it's bodily functions or behaviour.
Illness	Any changes to an animal's normal healthy state, sickness, disease, mental disorders, emotional disorders, defects and abnormalities.
Market value	The price generally paid for an animal of the same age, breed, sex, pedigree and breeding ability.
Maximum benefit	The most we will pay during a period of insurance as set out in the schedule .
Veterinary fees	The amount vets , in general practice, generally charge for the treatment of each type of illness .

PART A - VETERINARY FEES

Your cover

Insuring clause

We will cover **you** for **veterinary fees** for **treatment** the **animal** has received for:

- a) any **illness** or injury first occurring or showing **clinical signs** while in **your** care, custody or control in the course of **your business** activities within the **territorial limits** during the **period of insurance**; or
- b) an **illness** that first shows **clinical signs** within 72 hours of leaving **your** care, custody and control during the **period of insurance**.

Limit of indemnity

Our liability under this section shall not exceed the **limit of indemnity** shown in the **schedule**. The maximum **we** will pay in any one **period of insurance** will not exceed GBP 2,000 per **animal**.

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest **limit of indemnity** available under the sections providing cover.

Excess

Our total liability applies over and above any **excess**, as set out in the **schedule**.

Part A exclusions

These exclusions apply to Part A of this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Claims submitted after 31 days of the animal completing treatment	the cost of any treatment if a claim has not been submitted within 31 days of the animal completing treatment .
Cosmetic dentistry	the cost of any treatment , including cosmetic dentistry, that is carried out and that is not directly related to an injury or illness .
Costs exceeding the maximum benefit	costs exceeding the maximum benefit for each animal ;
Costs incurred 72 hours after the animal leaves your care	the cost of treatment of an illness or injury received more than 72 hours after leaving your care;
Deliberate acts	the cost of treating any injury or illness deliberately caused by you ;
Dental treatment	the cost of dental treatment unless the animal has had its teeth checked by a vet in the 12 months before the start of cover. If any treatment was recommended as a result of that check, this must have been carried out;
Funeral costs	the cost of having the animal cremated, buried or otherwise disposed of;
Health improvers / prescription food / flea treatment / pregnancy or birth	the cost of general health improvers, prescription diet food, any treatment for killing and controlling fleas and any treatment in connection with pregnancy or giving birth;
Out of hours costs	extra costs for treating the animal outside usual surgery hours, unless the vet believes an emergency consultation is necessary;
Pre-existing injury or illness	<p>the cost of any treatment for:</p> <ul style="list-style-type: none"> a) an injury that happened or an illness that first showed clinical signs before the animal was left in your care, custody or control b) an injury or illness that is the same as, or has the same diagnosis or clinical signs as, an injury, illness or clinical sign the animal had before left in your care, custody or control; or c) an injury or illness that is caused by, relates to or results from an injury, illness or clinical sign the animal had before left in your care, custody or control or before a vet's first examination for quarantine; <p>no matter where the injury, illness or clinical sign is noticed or happens in or on the animal's body;</p>

Preventative treatment costs	the cost of any treatment a vet normally recommends to prevent injury or illness ;
Vaccinations / spaying / castration	the cost of vaccinations, spaying and castration.

Part A claims conditions

These claims conditions apply to Part A only.

Notification of claims	<p>You must complete a claim form and send us invoices to support the amounts you are claiming.</p> <p>You should send us your claim form or report all claims at the end of treatment or at the end of the period of insurance if the treatment has not finished by this time. The claim must be submitted within 31 days of the animal completing treatment.</p>
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PART B - DEATH FROM ILLNESS

Your cover

Insuring clause	<p>We will cover you for:</p> <ol style="list-style-type: none"> the purchase price-of an animal up to 5 years old; the market value of an animal aged 6 years or more; the cost of euthanasia if the animal is put to sleep; or if there is no purchase receipt or formal proof of the amount paid for an animal, the market value; <p>in the event that an animal dies or has to be put to sleep by a vet as a result of illness which first showed clinical signs whilst in your care, custody and control in the course of your business activities within the territorial limits during the period of insurance.</p>
Limit of indemnity	<p>Our liability under this section shall not exceed the limit of indemnity shown in the schedule. The maximum we will pay in any one period of insurance will not exceed GBP 2,000 per animal.</p> <p>If any occurrence gives rise to liability under more than one section, our total liability for all claims and occurrences of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest limit of indemnity available under the sections providing cover.</p>
Excess	Our total liability applies over and above any excess , as set out in the schedule .

Part B exclusions

These exclusions apply to Part B of this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Costs exceeding the maximum benefit	costs exceeding the maximum benefit for each animal ;
Destruction of the animal	any amount unless a vet has put the animal to sleep as a result of an injury that cannot be treated or an incurable illness and the vet believes it was not humane to keep the animal alive because it was suffering;
Funeral costs	the cost of having the animal cremated, buried or otherwise disposed of;
Monies not paid to the animals' owner	any amount if you have not made payment to or arranged payment to the animal's owner;
Pre-existing injury or illness	<p>the cost of any treatment for:</p> <ul style="list-style-type: none"> d) an injury that happened or an illness that first showed clinical signs before the animal was left in your care, custody or control; e) an injury or illness that is the same as, or has the same diagnosis or clinical signs as, an injury, illness or clinical sign the animal had before left in your care, custody or control; or f) an injury or illness that is caused by, relates to or results from an injury, illness or clinical sign the animal had before animal was left in your care, custody or control or before a vet's first examination for quarantine; <p>no matter where the injury, illness or clinical sign is noticed or happens in or on the animal's body;</p>
Unauthorised prescription medication	death resulting from you using any prescription only medicine on the animal ;

Part B claims conditions

These claims conditions apply to Part B only.

Notification of claims	<p>You must complete a claim form and send us invoices to support the amounts you are claiming.</p> <p>In addition, at your own expense, you must provide:</p> <ul style="list-style-type: none"> a) a death certificate from a vet; b) the pedigree certificate and receipt from when your customer bought the animal; and c) a receipt for euthanasia, if you are claiming for this.
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Section conditions

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

Disclosure of information relevant to claim	When you claim, you agree to give us any information we may reasonably ask for.
Disclosure of insurance information to vet	If you allow claim monies to be paid directly to your vet then, if the vet who has treated the animal or is about to treat the animal , asks for information about your Insurance that relates to a claim, we will tell the vet what the insurance covers, how the amount we pay is calculated and if the premiums are paid to date.
Due care	You must take proper care of the animal whilst in your care.
Examination by vet within 48 hours of boarding an animal	If you board an animal for quarantine you must arrange for it to be examined by a vet within 48 hours of the time you receive it (you or the owner must pay the charge).
Good health	You must check the animal and only accept it for boarding or quarantine if it is in good health.
Increase in the number of animals at the facility	If the total number of animals you can board increases from the number shown on your schedule , you must notify your broker immediately. If you do not, we will only pay a percentage of any claim for veterinary fees based on the number of animals shown on your schedule .
Offset	When we settle your claim, we will deduct from the amount paid any amount due to us .
Rescue animals	All rescue animals must be kept in isolation and separate to the commercial boarders.
Vet examination for animals that show clinical signs of injury or illness	You must arrange for a vet to examine and treat the animal as soon as possible after it has shown clinical signs of an injury or an illness . At our option, you must also take the animal to a vet that we choose.
Vets fees for information	If we need information about the animal from a vet and he or she charges you , you or the owner must pay the charge.

Section exclusions

These exclusions apply to Part A and Part B of this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Animals boarded for more than 6 months	any animal which has been boarded at the kennel, cattery or hotel for more than six months;
Animals less than 8 weeks old	any animal that is less than 8 weeks old;
Animals owned by you	any animal you own or are responsible for outside the normal business activities of a boarding kennel, cattery or rabbit hotel;

Breach of laws or regulations relating to animal health and importation	any loss caused if you break any laws or regulations, including those relating to animal health and importation, in the territorial limits ;
Confiscation / destruction	the animal being confiscated or destroyed by government or public authorities or under the terms of the Animal Act 1971, or equivalent legislation in the territorial limits , because it was worrying livestock;
Criminal proceedings	legal expenses, fines and penalties connected with or resulting from a criminal court case or Act of Parliament;
Dangerous dogs	any dog that must be registered under the Dangerous Dogs Act 1991 and the Dangerous Dogs (amended) Act 1997, or equivalent legislation in the territorial limits ;
DEFRA restrictions	any costs caused because the Department of Environment, Food and Rural Affairs (DEFRA), or equivalent department in the territorial limits , have put restrictions on any animal you are boarding;
Diseases transmitted from animals to humans	diseases transmitted from animals to humans;
Excluded illnesses	any amount that results from any illness in the following list if the animal is not vaccinated against it: a) for dogs - distemper, hepatitis, leptospirosis and parvovirus; b) for cats - feline infectious enteritis, feline leukaemia and cat flu; c) for rabbits - myxomatosis and viral haemorrhagic disease;
Excluded legislation	claims arising under the Sale of Goods Act 1979, Supply of Goods & Services Act 1982, Sale & Supply of Goods Act 1994 or the Sale & Supply of Goods to Consumers Regulations 2002, or equivalent legislation in the territorial limits , and any subsequent legislation for the breeding, sale or supply of any kittens, puppies or any other animal .
Guard dogs / racing dogs	dogs used for guarding or racing;
Infectious diseases	compensation for any illness or death as a result of illness of any quarantined animal caused by the contraction of any infectious disease;
Medical treatment	the provision of any medical or other bodily treatment;
Non-proprietary or non-branded products	your sale, use, application or prescription of any non-proprietary or non-branded products in connection with your business ;
Strays / rescue animals / animals owned by or the responsibility of a public authority /	strays, rescued animals , any animal owned by or the responsibility of a local authority, a charity, the police, the prison service or any guard or security business .

**animals used in
security**

6. Employers' Liability

This section only applies if shown in the schedule

Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning
Defence costs and expenses	Any fees, expenses, costs and disbursements incurred in investigating, adjusting, settling or defending a claim that may be covered by this policy . Your internal or overhead expenses or the cost of your time is not included.
Principal	Employer who has engaged you to act on their behalf, under a contract for the performance of work by you , in connection with the business .

Your cover

Insuring clause

We will cover **you** for **your** legal liability to pay damages, including claimants' costs and expenses, for **bodily injury** to an **employee** in the course of their employment in the **business**, which occurs during the **period of insurance** arising out of an **occurrence** in the **territorial limits**.

Provided that the cover under this section is in accordance with the provisions of law relating to compulsory insurance of liability to **employees**, 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.

Defence costs and expenses are included within the **limit of indemnity**.

Limit of indemnity

1. **Our** liability for damages, costs and expenses payable in respect of any **occurrence** shall not exceed the amount stated as the **limit of indemnity** for this section in the **schedule**.
2. The maximum **we** will pay for damages and **defence costs and expenses** payable in respect of any **occurrence** arising out of **terrorism** will not exceed GBP 5,000,000.
3. The maximum **we** will pay for damages and **defence costs and expenses** payable in respect of any **occurrence** arising out of or caused by the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos will not exceed GBP 5,000,000.
4. For any claim or claims, **we** may at any time pay the **limit of indemnity** applicable, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will

not then be liable to make any further payment in respect of the claim or claims.

If any **occurrence** gives rise to liability under more than one section, our total liability for all claims and occurrences of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest limit of indemnity available under the sections providing cover.

Excess **Our** total liability applies over and above any **excess**, as set out in the **schedule**.

Automatic extensions

The following extensions are provided as standard covers

Contractual liability Cover **you** for accidental **bodily injury** imposed on **you** solely by reason of the terms of any agreement entered into by **you** in relation to **your business** provided that the conduct and control of any claim is vested in **us**.

We will not provide cover for any agreement for or including the performance of work outside the **territorial limits**.

For the purposes of this additional cover the definition of 'you' / 'your' under [General Definitions](#) is limited to [part \(1\)](#).

Criminal proceedings If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation, that applies to **your business**, directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you**.

We will pay up to the amount shown in the **schedule** for the costs to defend criminal proceedings. This applies to all actions brought against **you** during the **period of insurance**.

Overseas business trips If no other insurance is in force, at **your** request, the cover provided by this section will apply to the legal liability of any director or **employee** acting in a personal capacity during the course of a trip or journey arranged for the purpose of the **business** and will also include their spouse, civil partner or domestic partner and any children accompanying them.

Payment for court attendance **We** will compensate **you** at a rate of:
a) GBP 250 per day for any director or partner;
b) GBP 150 per day for any **employee**;

for each day that **we** request **your** attendance at court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

Principals liability If, as a result of **your business**, any party brings a claim against a customer of **your business** for whom **you** are providing services

under contract or agreement and **you** are liable for that claim, **we** will treat such claim as if made against **you** and make the same payment to such customer that **we** would have made to **you**, provided that the party to be indemnified:

- a) has not, in our reasonable opinion, caused or contributed to the claim against them;
- b) accepts that **we** can control the claim's defence and settlement in accordance with the terms of this extension;
- c) has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- d) gives us the information and co-operation **we** reasonably require for dealing with the claim.

Private work

Cover for private work carried out by **your employees** for any director or partner of **yours**.

Solicitors' fees

Cover for solicitors' fees incurred with **our** consent for:

- a) representation at any Coroner's Inquest or Fatal Inquiry in respect of any death;
- b) defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event which may be the subject of cover under this section.

Unsatisfied court judgments

We will at **your** request, pay any **employee** or their personal representative, the amount of damages and costs awarded to the person by a court of law for **bodily injury** against any company registered in or any individual domiciled in the **territorial limits** and which remains unpaid six months after the date of the judgment.

We will only provide cover if:

- a) the **bodily injury** was caused during the **period of insurance** to the **employee** arising out of and in the course of employment by **you** in the **business**;
- b) the judgment was obtained in a court within the **territorial limits**;
- c) there is no appeal outstanding;
- d) the **employee** or their personal representative assigns the amount awarded under the judgment to **us**.

Working partners

We will treat as an **employee**, any working partner or proprietor of the **business** who suffers **bodily injury**:

- a) in the course of the **business** during the **period of insurance** and within the **territorial limits**; and
- b) caused by the negligence of another working partner, proprietor or **employee**.

Section conditions

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

Asbestos

You must not manufacture, mine, process, distribute, test, remediate, remove, store,

dispose of, sell or use asbestos or materials or products containing asbestos.

Section exclusions

These exclusions apply to this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Claims outside the applicable courts

outside the **territorial limits** stated in the **schedule**;

(this applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts)

Compulsory motor insurance

bodily injury to an **employee** where it is necessary to arrange compulsory motor insurance or security under any Road Traffic Legislation;

Deliberate or reckless act

any act, breach or omission **you** deliberately or recklessly commit, condone or ignore;

Offshore

bodily injury to any **employee** while **offshore**.

7. Public and Products Liability

This section is automatically included

Cover relating to animals is not included under this section

Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning
Clean up	a) Testing for or monitoring of pollution or contamination . b) Cleaning up, removing, containing, treating, detoxifying or neutralising pollution or contamination .
Defence costs and expenses	Any fees, expenses, costs and disbursements incurred in investigating, adjusting, settling or defending a claim that may be covered by this policy . Your internal or overhead expenses or the cost of your time is not included.
Principal	Employer who has engaged you to act on their behalf, under a contract for the performance of work by you , in connection with the business .
Prosecution costs	Costs incurred by the prosecution in prosecuting a criminal action against you and caused directly by a breach (or alleged breach) of the named statutes in the Statutory Defence and Corporate Manslaughter extension.

Your cover

Insuring clause

We will cover **you** for **your** legal liability to pay damages for:

- a) **bodily injury** to any person;
- b) **damage** to material **property** (other than **animals** held on trust by **you** or in **your** care, custody or control);
- c) obstruction, trespass, nuisance or interference with any right of way, air, light or water

which arises in connection with **your business** during the **period of insurance** as a result of an **occurrence**:

- i) within the **territorial limits**;
- ii) elsewhere in the world other than the United States of America or Canada arising out of **business** visits by directors or non-manual **employees** ordinarily resident in the **territorial limits**;
- iii) anywhere in the world caused by any **products** after they have ceased to be in **your** custody or control.

The maximum **we** will pay for the cover provided under (a) - (c) above is shown in the **schedule**.

In addition, **we** will cover **your** legal liability for claimants' costs and expenses in connection but excluding:

- a) any judgment award or settlement made within; and

b) any order made anywhere in the world to enforce, either in whole or in part, a judgment, award or settlement made within; the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada for which the **limit of indemnity** will be the maximum amount payable.

Limit of indemnity

Our liability for damages, costs and expenses payable in respect of any **occurrence** shall not exceed the amount stated as the **limit of indemnity** for this section in the **schedule**.

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest **limit of indemnity** available under the sections providing cover.

Excess

Our total liability applies over and above any **excess**, as set out in the **schedule**.

Automatic extensions

The following extensions are provided as standard covers

Animals

We will provide cover for any legal liability arising from the breeding of **animals** which are owned by **you**.

Cloakroom

Cover for **damage** to the personal effects of guests and/or visitors whilst deposited in any cloakroom at the **premises**. Provided that:

- a) **you** issue numbered tickets for articles deposited in any cloakroom;
- b) **you** ensure that all cloakrooms are locked and secured when left unattended;
- c) **you** return items from the cloakroom only upon production of the appropriate numbered ticket;
- d) **you** display a disclaimer notice in all cloakroom areas;
- e) **we** will not be liable for more than the amount stated in the **schedule**;
- f) **we** will not be liable for the first GBP 250 of each and every claim.

Section Exclusion Property does not apply to this extension.

Contractual liability

Cover for **bodily Injury** or **damage** to **property** imposed on **you** solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in **us**.

We will not cover for any agreement for or including the performance of work outside the **territorial limits**.

For the purposes of this additional cover the definition of 'you' / 'your' under **General Definitions** is limited to **part (1)**.

Data protection

We will cover **you** for **your** liability to pay damages arising from proceedings brought against **you** under any Data Protection

Legislation for damage or distress caused in connection with the **business** during the **period of insurance** provided that **you** are:

- a) a registered user in accordance with the terms of the Data Protection Legislation;
- b) not in business as a computer bureau.

The total amount payable including all legal fees and defence costs under this additional cover for all claims occurring during any one **period of insurance** is limited to GBP 250,000.

We will not cover:

- a) any damage or distress caused by any deliberate act or omission by **you** the result of which could reasonably have been expected by **you** having regard to the nature and circumstances of such act or omission;
- b) any damage or distress caused by any act of fraud or dishonesty;
- c) the costs of rectifying, rewriting or erasing data;
- d) liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person;
- e) the payment of fines or penalties.

Defective premises

Cover for damages for which **you** are liable and claimants costs as a result of **bodily injury** or **damage** to material **property**, occurring during the **period of insurance** arising out of premises **you** have disposed of but had previously owned in connection with the **business**.

We will not cover **damage** to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect in them.

We will not cover any liability which **you** are covered under any other insurance policy.

Defence costs

Cover for costs of legal representation reasonably incurred with **our** written consent at any:

- a) coroner's inquest or other inquiry for any death;
- b) proceedings in any court (other than in the defence of any criminal proceedings brought or in an appeal against conviction arising from proceedings) for any act or omission causing or relating to any loss;
- c) other costs reasonably incurred with **our** written consent in relation to any matter which is covered under the [Insuring Clause](#) for this section.

Employees' / directors' / visitors' personal belongings

Cover for damages for which **you** are liable as a result of **damage** to **employees'**, directors, and visitors' vehicles and personal belongings which are in **your** custody or control.

We will not cover property which is:

- a) loaned, leased, hired or rented to **you**;
- b) stored for a fee or other consideration by **you**; or
- c) in **your** custody or control for the purposes of being worked upon.

Hired or rented premises

Cover for **you** for legal liability for **damage** to **premises** (including fixtures and fittings) within the **territorial limits** which are hired, rented or loaned to **you** in connection with the **business**.

We will not provide cover for:

- a) the first GBP 250 of compensation, costs for **damage** caused other than by fire or explosion;
- b) liability imposed on **you** solely by reason of the terms of any hiring or renting agreement;
- c) **damage** caused by fire or any other peril, where under the terms of any hiring or renting agreement **you** are requested to take out specific insurance.

Indemnity to principals and others

Cover for:

- a) **you** legal personal representative in the event of **your** death for liability **you** have incurred;
- b) any **principal** with whom **you** have entered into an agreement in relation to to the extent required by that agreement but only for liability for which **you** would have been entitled to cover under this section if the claim had been made against **you**;
- c) any director, partner or **employee** of **yours** for liability for which **you** would have been entitled to cover under this section if the claim had been made against **you**.

Provided that:

- i) any person described in (a) - (c) above is not covered under any other policy;
- ii) any **principal** / person(s) will, as though they were **you**, be subject to the terms of this section in so far as they can apply;
- ii) **our** total liability to all parties including **you** and any person in (a) - (c) above will not exceed the **limit of indemnity**.

Loading and unloading

Regardless of anything contained in the exclusions under this section and provided that **you** are not more specifically insured under any other policy **we** will cover **you** for **bodily injury** or **damage** arising during the act of loading or unloading a motor vehicle or the bringing to or taking away of a load from the vehicle in the course of the **business**.

Motor contingency liability

Regardless of anything contained in the exclusions under this section **we** will cover **you** and no other person in the terms of this section for the use of any vehicle not the property of or provided by **you** and being used in the course of the **business**.

We will not cover:

- a) **damage** to any vehicle;
- b) **bodily injury** or **damage** arising while any vehicle is being driven by **you**.

We will not be liable if **you** are entitled to cover under any other insurance.

Overseas personal liability

We will cover **you** and at **your** request any director partner or **employee** of **yours** or any family member accompanying them while temporarily outside the **territorial limits** in connection with the **business** against legal liability as described in this section incurred in a personal capacity.

Provided that this cover does not apply:

- a) to liability arising out of the ownership or tenure of any land or building;
- b) where cover is provided by any other insurance.

Payment for court attendance

We will compensate **you** at a rate of:

- a) GBP 250 per day for any director or partner;
- b) GBP 150 per day for any **employee**;

for each day that **we** request attendance at court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

Pollution or contamination clean-up

Where this section provides cover against liability caused by or arising from **pollution or contamination** happening within the **territorial limits** the cover will include **clean up** and legal costs to the extent not already included within that cover.

Provided that the cover provided by this clause does not:

- a) include clean up in or on any property, land, watercourse or body of water owned leased or rented by **you**;
- b) include the cost of restoration or reintroduction of flora or fauna.

We will not pay more than the amount stated in the **schedule** for any one claim or series of claims arising from one original source or cause and for all claims arising during the **period of insurance**, it being understood that this total limit is part of and not separate to the amount provided within this section.

Public car park liability

In the event that there is no other insurance in place, **we** will cover **you** for **your** liability for **bodily injury** or **damage** caused to vehicles left in any garage or parking place belonging to **you** or under **your** control.

Provided that:

- a) any covered garage or parking place is not used by **you** for any motor trade purposes;
- b) disclaimer notices in terms approved of by **us** are prominently displayed in any covered garage or parking place; and
- c) no cover is given for:
 - i) loss of motor vehicle accessories by theft unless the motor vehicle is stolen at the same time;
 - ii) **damage** arising whilst any motor vehicle is being driven by **you** or any **employee**;
 - iii) the first GBP 250 of any claim for **damage**.

Statutory defence costs and corporate manslaughter

Cover for **defence costs and expenses** incurred with **our** prior consent in defending:

1. any alleged breach of statutory duty or criminal proceedings brought under the legislation below in clauses (i) to (ix); and/or
2. any allegations (whether under common law or statute) of manslaughter, corporate manslaughter or corporate homicide made against **you**.

Provided that the prosecution or proceedings relate to:

- a) an offence alleged to have been committed during the **period of insurance** and in the course of **your business**; and

- b) **bodily injury** or a potential claim for **bodily injury** to persons other than **employees** including their health, safety and welfare.

We will also cover **you** for:

- a) **defence costs and expenses** of an appeal including appeal against improvement and prohibition notices incurred with **our** prior consent;
- b) **prosecution costs** awarded against **you**.

We will not cover:

- a) **finest or penalties** of any kind;
- b) where cover is provided by any other insurance;
- c) **defence costs and expenses** and **prosecution costs** in excess of the **limit of indemnity** stated in the **schedule**.

The following statutes are included within the statutes or regulation contemplated for which **defence costs and expenses** are covered by this clause;

- i. Health and Safety at Work, etc. Act 1974, but only sections 2 to 8;
- ii. Health and Safety at Work (Northern Ireland) Order 1978;
- iii. The Trade Description Act 1968;
- iv. Part II of the Consumer Protection Act 1987;
- v. Part II of the Food Safety Act 1990;
- vi. Corporate Manslaughter Act 2000;
- vii. Consumer Protection Act 1987;
- viii. Part II of the Data Protection Act 1998;
- ix. Defective Premises Act 1972, section 3.

Section conditions

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

Legionella

If **you** own or are responsible for water systems, water installations or cooling systems, a written risk assessment must be undertaken and controls put in place to prevent the growth of biological agents that may cause disease or illness.

Section exclusions

These exclusions apply to this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Aircraft or watercraft

you owning, possessing or using any:

- a) aircraft;
- b) watercraft or hovercraft (except watercraft not exceeding 8 metres in length or any hand propelled boat or pontoon);

Airports and airfields	any services in, or on: a) aircraft; b) airport or airfield runways, manoeuvring areas or aprons, or any other parts of airports or airfields to which aircraft ordinarily have access;
Animals owned by you	the death of, injury to, illness or disease of any animal owned by you or a member of your family residing with you ;
Clean up costs	clean up costs in circumstances where you have knowingly: a) deviated from any regulatory notice, order or protection ruling; b) omitted to inspect, maintain or perform necessary repairs to plant or machinery for which you are responsible;
Compulsory motor insurance	the ownership, possession or use by or on your behalf of any mechanically propelled vehicle (or attached trailer) which is required by any road traffic legislation to be the subject of compulsory insurance or other security. This exclusion will not apply for the loading or unloading of any vehicle or the delivery or collection of goods to or from any vehicle except where more specifically insured by any other policy;
Contractual liability	a) contractual liability in connection with products ; b) any contract or agreement made by you , prevent us from taking over the full defence or settlement of the claim; c) liquidated damages, or any contractual fines or amounts payable under contractual penalty clauses;
Cover under other sections	any claim which forms the subject of indemnity by any other section or extension in this policy ;
Damaged products	damage to products ;
Dangerous dogs	any dogs listed under any Dangerous Dogs legislation in the territorial limits ;
Dangerous wild animals	any dangerous wild animal listed under Dangerous Wild Animals legislation in the territorial limits ;
Deliberate act / error or omission	any deliberate act, error or omission: a) where the results are intended or expected, or are reasonably foreseeable by you ; b) by anyone other than you , so far as cover is requested for their own liability;
Employment disputes	a dispute with, or proceedings brought by, any person for: a) their existing, past or prospective contract of employment with you ; b) a breach of employment related legislation;
Fine or penalties	taxes, fines or penalties, punitive, aggravated, multiple, exemplary or other non-compensatory damages;
Injury to employee	bodily injury sustained by any employee arising out of and in the course of their employment with you ;

Intellectual property	passing off or infringement of trade name, registered design, unregistered design, copyright or patent right;
Latex	any latex product including any contraceptive and prophylactics manufacturer;
Libel / slander / false statement / discrimination	a) libel or slander; b) false statement; c) discrimination of any kind;
Manual work	bodily injury or damage caused by or arising out of manual work away from the premises other than the collection or delivery of products or whilst participating at trade exhibitions or trade fairs for the purpose of the business ;
Medical or pharmaceutical products	any product of any pharmaceutical and / or implantable medical product manufacturer;
Non-proprietary or non-branded products	your sale, use, application or prescription of any non-proprietary or non-branded products in connection with your business ;
Offshore	bodily injury to any person while offshore ;
Pollution or contamination (USA or Canada)	any pollution or contamination occurring within the United States of America or Canada;
Product liability	bodily injury or damage to any person or animal due any products sold or supplied by you arising from a defect in or the unsuitability of those products ;
Product recall	costs or expenses caused by or arising from any decision or requirement to recall or withdraw products from sale or use;
Product rectification	rectification of defective work including the expenditure incurred by you for the removal, repair, adjustment, alteration, reinstatement, withdrawal, inspection or disposal of any product (including any part of the product) furnished in connection with the performance of work as well as a result of any defect (suspected or known) or any unsuitability for its intended purpose;
Products for export to the USA or Canada	bodily injury or damage to property caused by or in connection with any products , which to your knowledge, are for export, either directly or indirectly, to the United States of America or Canada;
Products for use on aircraft / hovercraft / devices intended to travel through air or space	any products which to your knowledge, are for use in or on any aircraft, hovercraft or device intended to travel through air or space;

Professional advice/services

the provision of or failure to provide instruction, advice, information or professional service whether or not a fee is involved.

Property damage

damage to **property** owned by **you** or which is held in **your** care, custody or control.

We will cover:

- a) **premises** which are leased, let, rented, hired or lent to **you**, as long as a tenancy or other agreement does not give rise to legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms;
- b) **premises** including contents which are not owned or rented by **you**, where **you** are temporarily carrying out work in connection with the **business**;
- c) **employees** or visitors vehicles or personal possessions while on the **premises**;

Venomous animals

any venomous or toxic **animals**.

8. Professional Indemnity

This section only applies if shown in the schedule

This section of the **policy** is a '*claims made*' section, which means that **we** will cover **you** for **claims** made against **you** and notified to **us** during the **period of insurance**. This section does not provide cover in relation to:

1. **claims** notified or arising out of **circumstances** notified under any previous policy, whether made or issued by **us** or any other insurer;
2. **claims** made against **you** prior to commencement of the **period of insurance**;
3. **claims** arising out of **claims** and **circumstances** declared on the proposal or declaration for the current **period of insurance** or on any previous proposal or declaration;
4. **claims** made after expiry of the **period of insurance** even though the event giving rise to the **claim** may have occurred during the **period of insurance**.

Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning
Circumstance(s)	Any one or more of (but not restricted to) the following which may be the subject of cover under this section: <ol style="list-style-type: none"> a) an intimation of an intention to claim against you; b) any known direct or indirect criticism or dispute relating to performance (whether expressed, implied, justified or not) of you or a party for whom and for which you are responsible which might give rise to third party loss or damage; c) any awareness you have of a failing or real doubt of the efficacy of performance by you or a party for whom and for which you are responsible which might give rise to third party loss or damage; d) any awareness you have that materials, goods, services or actions whether taken, specified, designed or recommended by you or a party for whom and for which you are responsible have failed to meet the standard required and which might result in some third party loss or damage.
Claim(s)	A claim or series of claims (whether by one or more than one claimant) arising from or in connection with or due to any one act, error, omission or originating cause or source or the dishonesty of any person or group of persons acting together and any series of claims will be deemed to be one claim for all purposes under this section.
Costs and expenses	Claimants' costs and expenses arising for any claim against you which may be the subject of cover under this section.

Defence costs	Costs incurred with our written agreement to investigate, settle or defend a claim against you .
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Your cover

Insuring clause

We will cover **you** for any **claim** and claimants' **costs and expenses** that arise from paid professional advice provided by **you** in the course of **your business** for:

- a) negligence or breach of a duty of care;
- b) negligent misstatement or negligent misrepresentation;
- c) infringement of intellectual property rights including copyright, trademark or moral rights or any act of passing-off;
- d) breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use;
- e) defamation;
- f) dishonesty of **your** individual partners, directors or **employees**, or sub-contractors or outsourcers directly contracted to **you** and under **your** supervision;
- g) any other civil liability unless excluded within this section.

The most **we** will pay for loss resulting from each **claim** is the limit shown in the **schedule**. **We** will pay **defence costs** in addition to the loss, but the most **we** will pay for **defence costs** is an amount equal to the limit shown in the **schedule**.

Defence costs are covered provided that:

- a) if a paid **claim** exceeds the limit shown in the **schedule**, **we** will only be liable for that proportion of the **defence costs** which it bears to the amount of the paid **claim**;
- b) if **we** elect to make a payment to **you** pursuant to [Claims Conditions - Discharge of Liability](#) then **we** will have no liability to pay **defence costs** incurred after the date upon which payment is made.

Limit of indemnity

Our liability under this section shall not exceed the **limit of indemnity** shown in the **schedule** during the **period of insurance** for:

- a) any one **claim**; or
- b) all **claims** arising out of or in connection with the same originating cause or source; or
- c) all losses for which indemnity is available, arising out of or in connection with the same originating cause or source.

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest **limit of indemnity** available under the sections providing cover.

Excess

Our total liability applies over and above any **excess**, as set out in the **schedule**.

Automatic extensions

The following extensions are provided as standard covers

Court attendance costs

Cover at a rate of:
a) GBP 250 per day for any current partner, member or director;
b) GBP 150 per day for any **employee**;
for each day that **we** request attendance at court as a witness in connection with a **claim**, for which an award of damages is paid or may be payable under this section.

Civil claims representation costs

Cover for all legal costs incurred with **our** consent for representation at any inquiry or other proceeding which has, in **our** sole opinion, a direct relevance to any **claim, circumstance** or event which may form the subject of cover under this section.

Criminal proceedings

If **you** are charged with a criminal offence during the **period of insurance** under a statute or regulation that applies to **your business**, **we** will pay reasonable **defence costs** incurred with **our** prior written consent to defend **you** if, in **our** opinion, a successful defence may avoid a **claim** being made against **you** which would be covered by this section.

We will pay up to the amount shown in the **schedule** for the costs to defend criminal proceedings. This applies to all actions brought against **you** during the **period of insurance**.

Indemnity to principals

At **your** request and subject always to all of the other terms and conditions of this section, **we** will cover any principal with whom **you** have entered into an agreement in connection with **your business** so far as is necessary to meet the requirements of the agreement but only for a **claim** brought against that principal by an unconnected third party and where the **claim** arose directly from services performed by **you**.

Loss of documents

If during the **period of insurance** any document, information or data of **yours** which is necessary for the performance of **your business** is lost, **damaged** or destroyed while in **your** possession, **we** will pay, up to the amount stated in the **schedule** and in the aggregate, reasonable expenses **you** incur with **our** consent in restoring or replacing it.

An **excess** of GBP 100 applies to this extension.

Potential claims

If **your** client refuses to pay for any or all work **you** have done or which has been done on **your** behalf, including amounts **you** legally owe to sub-contractors or outsourcers, because they are dissatisfied in **your** work and have indicated that they intend to bring a **claim** against **you** for more than the amount owed to **you**, **we** will endeavour to settle the dispute with **your** client provided they agree not to press for the disputed amount.

We will then pay **you** the amount owed to **you** at that time if **we** believe that this will avoid a legitimate **claim** for a greater amount and **we** have given **our** written approval to settle in this way and for this amount.

If **your** client will not agree to disregarding their dispute but **we** still believe that by not pressing for the disputed amount **you** will avoid a

legitimate **claim** or counterclaim for a greater amount, **we** will pay the amount owed to **you** at that time. If a **claim** is still brought, **we** will deal with it but **our** total payment, including what **we** have already paid **you** or on **your** behalf, will not exceed the **limit of indemnity** shown in the **schedule**.

You must return the amount **we** have paid if **you** eventually recover the debt, less **your** reasonable expenses.

Sub-contractors

We will cover **you** against any **claim** falling within the scope of the **Insuring Clause** for this section, which is brought as a result of **business** activity undertaken on **your** behalf by any sub-contractor or outsourcer.

Section conditions

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

Waiver of subrogation

If any payment is made under this section and **we** are subrogated to **your** rights of recovery in that regard, **we** agree not to exercise these rights against any of **your** current or former directors or **employees** unless the **claim** is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the director or **employee**.

Section exclusions

These exclusions apply to this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Aircraft / motor vehicles / watercraft

ownership, possession or use, by **you** or on **your** behalf, of any aircraft, watercraft, hovercraft, motor vehicle or trailer;

Anti-trust legislation

breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation;

Construction or installation

the conduct of **your** professional **business** where **you** contract to undertake any construction, erection, installation or maintenance works or manufacture or supply materials or equipment (other than project models or displays) in connection with these works;

Contractual liability

a) acceptance or guarantee of fitness for purpose where this appears as an express term;
 b) express guarantee;
 c) express contractual penalty;
 d) acceptance of liability for liquidated damages, unless liability would have attached to **you** irrespective of (a) - (d) above;

Defamation

libel or slander unless committed or uttered in good faith by **you**;

Directors and officers	claims made against you in your capacity as a director, officer or trustee unless arising from an alleged breach of professional duty in the conduct of the business ;
Discrimination	any discrimination, harassment or unfair treatment.
Dishonesty	<p>any criminal, dishonest, fraudulent or malicious act, error or omission committed by you or on the direction of any business partner, director, member or principal unless:</p> <ul style="list-style-type: none">a) committed by any employee which for the purpose of this clause will not include any business partner, director, member or principal of yours; andb) there was no reasonable cause for suspicion by any business partner, director, member or principal in relation to that person. <p>Provided that:</p> <ul style="list-style-type: none">i) following a loss being sustained as a result of any criminal, dishonest, fraudulent or malicious act, error or omission the amount of cover under this section will be reduced by an amount equal to the sum of:<ul style="list-style-type: none">1. any monies owed by you to any person committing, condoning or contributing to the act or omission;2. any monies held by you and belonging to that person; andii) no person committing, condoning or contributing to any criminal, dishonest, fraudulent or malicious act, error or omission is entitled to cover under this section;
Electronic data	the loss or distortion of any data held electronically;
Employee benefit schemes and pensions	any operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or any breach of any legislation or regulation related to these activities;
Employee disputes	any dispute between you and any present or former employee or any person who has applied for or been offered employment with you ;
Employers' liability	<ul style="list-style-type: none">a) any bodily injury, sustained by an employee arising out of and in the course of their employment with you;b) any other bodily injury or damage unless arising from actual or alleged breach of duty in the performance of the business;
Financial advice	the provision by you of any investment or financial advice or arrangements made by or on your behalf for any finance, credit or leasing agreement;
Fines and penalties	finer and contractual penalties, tax liabilities or debts, aggravated, punitive or exemplary damages, and also additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor (or equivalent legislation in the territorial limits) to that section;
Goods and services	any contract or arrangement for the supply to or use by you of goods or services;

Insolvency	your insolvency or bankruptcy. This exclusion will not apply to any circumstance or claim that may be covered under this section but for your insolvency or bankruptcy;
Internet activity	a) the management of financial transactions; b) obscene, blasphemous or pornographic material on the internet;
Joint ventures	work carried out by or in the name of a consortium of professional people or firms or other association formed of which all or any of you form part for the purpose of undertaking any joint venture or any other profit-sharing arrangement unless the claim or loss emanates from the acts or omissions of you ;
Known circumstances	any shortcoming in your work or your own loss which you knew about, or ought reasonably to have known about, before we agreed to insure you ;
Lost profit and VAT	your lost profit, mark-up or liability for VAT or its equivalent;
Money	the damage of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper;
Official action or investigation	any official action or investigation by or decision or order of any public, local or government body or authority;
Other insurance	any circumstances or claims where you are entitled to cover under any other insurance except for any excess beyond the amount which is payable under any other applicable insurance;
Pollution or contamination	any pollution or contamination , including noise, electromagnetic fields, radiation and radio waves;
Products	any supply, manufacture, sale, installation or maintenance of any product;
Project partnering	work carried out by any project partnership of which all or any of you form part unless the claim or loss emanates from the acts or omissions of you ;
Property	a) the ownership, possession or use by you or on your behalf, of any buildings , structures, premises or land; or b) that part of any building leased, occupied or rented by you ; or c) any other property (mobile or immobile) belonging to you ;
Related parties	any entity: a) in which you exercise a controlling interest; b) which exercises a controlling interest over the business by virtue of having a financial or executive interest in you ; unless the claim arises from or is caused by a claim made against the entity by an independent third party;
Surgical treatment / medical treatment / diagnosis	the negligence, error or omission in any diagnosis or medical or surgical treatment, given, performed or administered by you or an employee ;

Territorial and jurisdictional limits

- a) work in connection with contracts situated outside the European Union, Channel Islands or the Isle of Man;
- b) action for damages brought in a court of law outside the European Union, Channel Islands or the Isle of Man;

Trade secrets

any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret;

Trading losses

any trading loss or trading liability including those arising from the loss of any client, account or business;

Unpaid professional advice/services

the provision of or failure to provide instruction, advice, information or professional service where no a fee is involved;

Valuation and surveys

any survey or valuation of physical property or any construction or erection work, other than heating, lighting, electrical, venting and other work normally undertaken by a building services engineer;

Valuation reports

any valuation report prepared by or on behalf of **you** except for the purpose of certifying payments due to contractors or measuring quantities.

9. Personal Accident

This section only applies if shown in the schedule

Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning
Accidental bodily injury <i>(for this section only)</i>	An identifiable physical injury which is caused by a sudden, unexpected, specific event occurring at an identifiable time and place which results in your death or disablement , excluding any illness or disease.
Event	any one occurrence or series of occurrences directly or indirectly attributable to single source or the same original repeated or continuing cause.
Insured person <i>(for this section only)</i>	<ul style="list-style-type: none"> a) You and your directors, partners, managers, officers and the employees of your business. b) The personal legal representatives of those persons described in (a) above.
Loss of limb	Loss by physical separation of an arm or hand at or above the wrist, or of a foot or leg at or above the ankle, or total loss of use of a complete arm, hand, foot or leg.
Loss of sight	Total loss of sight in an eye.
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 plus professional counselling costs.
Permanent total disablement	Disablement which: <ul style="list-style-type: none"> a) prevents you from performing the duties of any occupation for which you are qualified by reason of your education, training or experience; and b) lasts continuously for 12 calendar months; and c) at the end of 12 calendar months is without prospect of improvement.
Temporary partial disablement	Disablement lasting without interruption for longer than the time excess and which prevents the insured person from carrying out a substantial part, but not all, of their usual occupation.
Temporary total disablement	Disablement, other than permanent total disablement , lasting without interruption for longer than the waiting period and which totally prevents the you from carrying out all parts of your usual occupation.

Your cover

Insuring clause

We will cover **you**, up to the amount shown below, in the event of an **insured person** sustaining an **accidental bodily injury** in the course of their employment engaged in the **business** during the **period of insurance** which within 12 months of the **accidental bodily injury** occurring is the sole cause of the **insured person's** death or disablement.

We will pay the benefit shown below:

Benefit	Accidental bodily injury causing:	Benefit Amount GBP
1.	death	10,000
2.	loss of sight in one or both eyes	10,000
3.	loss of limb(s) (one of more)	10,000
4.	permanent total disablement (other than total and irrecoverable loss of sight of in one or both eyes or loss of limb(s))	10,000
5.	temporary total disablement	Up to GBP 250 per week (payable for 52 weeks after the first 14 days of disablement)
6.	temporary partial disablement	Up to GBP 125 per week (payable for 52 weeks after the first 14 days of disablement)
7.	medical expenses necessarily incurred in the treatment of the insured person	Reimbursement up to 15% of 5 and 6

Limit of indemnity

We will not pay any amount in excess of GBP 1,000,000 for any one **event**. If the total amount of compensation payable exceeds GBP 1,000,000 the compensation payable to each **insured person** will be proportionately reduced until the total of all compensation payable does not exceed GBP 1,000,000.

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall

not exceed the single greatest **limit of indemnity** available under the sections providing cover.

Payment conditions

- a) Claims will not be payable under more than one of benefits 1 to 6 for the same **accidental bodily injury** or the same period of disablement, except that payment may be made under benefits 5 or 6 for any period before being made under benefits 1, 2, 3 or 4, provided that the amount already paid under benefits 5 or 6 will be deducted from the payment due under benefits 1, 2, 3 or 4. After a claim has been paid under one of benefits 1, 2, 3 or 4, no further liability will attach to **us** for the **insured person**.
- b) Benefit 4 will be payable only on certification by a medical practitioner of **permanent total disablement** and not before the expiry of 52 consecutive weeks disablement.
- c) Benefits 5 or 6 will be payable up to but not exceeding in total 52 weeks in respect of any period(s) of disablement resulting from any one **accidental bodily injury** and will be paid at the end of any period of disablement or, at **your** request, at periodic intervals of not less than 4 weeks.
- d) The **insured person** will take all practical steps to minimise any **accidental bodily injury**.
- e) The **insured person** will, as often as reasonably required and at our expense, submit to examination by a medical practitioner of **our** choice.
- f) **We** will be entitled to request a post-mortem examination at **our** own expense in the event of the death of an **insured person**.
- g) **You** must inform us in writing as soon as reasonably practicable:
 - i) of any change in an **insured person's** occupation, mental health or bodily powers from that which **you** originally declared to **us**; or
 - ii) after receipt of a renewal invitation of any **accidental bodily injury** or change in state of health not already notified to **us** suffered since the previous renewal date.
- h) This section is not assignable and no person save **you**, or in the case of **your** death **your** legal personal representative, will have any right against **us** either as assignee or transferee of any interest or any right to receive monies payable either before or after loss and whether admitted or not or in any other case.
- i) **You** must inform **us** in writing as soon as reasonably practicable if other insurance (other than temporary travel insurance) against **accidental bodily injury** is effected on behalf of an **insured person**.

Automatic extensions

The following extensions are provided as standard covers

Disappearance cover

If during the **period of insurance** an **insured person** goes missing and sufficient evidence is produced to confirm that the **insured person** sustained an **accidental bodily injury** likely to have caused death, it will be presumed after 12 months that death has occurred.

However if the **insured person** is later found alive, any amount already paid will be refunded to **us**.

Hi-jack / kidnap or unlawful detention cover

If during the **period of insurance** an **insured person** is subject to hi-jack, kidnap or unlawful detention **we** will pay GBP 200 for each day, or any part of it, that the **insured person** is detained up to a maximum period of 30 days for any one claim.

Section exclusions

These exclusions apply to this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Aerial activities	flying as a pilot or aircrew or any other aerial activities including drone operation other than travel by commercial airlines as a fare-paying passenger;
Age restrictions	accidental bodily injury sustained by any insured person under 16 or over 70 years of age at the start of the period of insurance ;
Alcohol / drugs	accidental bodily injury sustained while under the influence of or due wholly or partly directly or indirectly to the taking of alcohol or drugs, other than drugs taken as directed and prescribed by a qualified and registered medical practitioner, but not for the treatment of drug addiction;
Armed forces operations	accidental bodily injury caused or contributed to by the insured person engaging in or taking part in armed forces service or operations;
Criminal acts	accidental bodily injury resulting from an insured person's own criminal act or taking part in civil commotion;
Emotional or psychiatric conditions	any emotional or psychiatric disorder or condition;
Excluded activities	accidental bodily injury resulting from an insured person taking part in or practising for: <ul style="list-style-type: none"> a) abseiling, boxing, caving, hunting, ice hockey, judo, martial arts, polo, potholing, professional sports, sub aqua diving, water skiing, winter sports or wrestling; b) mountaineering or rock-climbing which would normally necessitate the use of ropes or guides; or c) racing of any kind other than on foot or swimming where there are no obstacle courses involved;
Exposure to danger	wilful exposure to danger except in an attempt to save human life;
First 14 days of disablement	the first 14 days of disablement;
First 28 days of disablement due to football, rugby or field hockey	the first 28 days of disablement resulting from playing any type of football, rugby or field hockey;

Inability to take part in sports / pastimes

accidental bodily injury resulting solely in the inability to take part in sports or pastimes;

Motorcycles / power driven woodworking machinery

accidental bodily injury resulting from the use by an **insured person** of:
a) a motorcycle (as driver or passenger); or
b) fixed power driven woodworking machinery;

Pre-existing conditions / pregnancy or childbirth

accidental bodily injury arising from:
a) any pre-existing defect, infirmity, medical condition or chronic or recurring ailment of which an **insured person** is aware or could reasonably be expected to have been aware unless it has been declared in writing to and accepted by **us**; or
b) pregnancy or childbirth;

Professional sport

training for or participating in professional sport of any kind;

Self-harm

an **insured person** committing or attempting to commit suicide, self-inflicted injury, or the **insured person** being in a state of insanity.

10. Money and Assault

This section only applies if shown in the schedule

PART A - MONEY

Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning
Business hours	The period during which the premises are occupied for your business and during which you or any insured person entrusted with and/or responsible for money is at the premises .
Insured person (for this section only)	You or any director, principal, partner or employee .
Non-negotiable instruments	Crossed cheques, crossed girocheques, crossed bankers drafts, crossed money orders, used national insurance stamps, national savings certificates, credit company sales vouchers, V.A.T (or similar tax in the territorial limits). purchase invoices and unexpired units in franking machines.
Unattended vehicle	No person has been allocated responsibility for keeping the vehicle and or trailer and parts or possessions within (unless specifically included by way of cover) under observation with a reasonable prospect of preventing any unauthorised interference.

Your cover

Insuring clause

We will cover **you** following loss of or **damage** to:

- a) **money** and **non-negotiable instruments**:
 - i) at the **premises** during **business hours**;
 - ii) in transit;
 - iii) in a bank night safe;
 - iv) from a locked safe, as agreed by **us**; when outside **business hours**, provided the keys or any record of the safe combination are removed from the **premises** and held in the personal custody of an authorised **insured person**;
 - v) at the **premises** outside **business hours** and not in a locked safe;
 - vi) the personal custody of an authorised **insured person's** in their private dwelling or in transit between such dwelling and the **premises** and/or otherwise stated in the **schedule**;
- b) safes or strongrooms which normally contain **money** caused by theft or attempted theft;
- c) any container, case, bag or waistcoat used for the carriage of **money**; or
- d) any stamp franking machine used for **your business**; occurring during the **period of insurance** within the **territorial limits**.

Limit of indemnity

Our liability under this section shall not exceed the **limit of indemnity** shown in the **schedule** during the **period of insurance**.

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest **limit of indemnity** available under the sections providing cover.

Basis of claims settlement

The value of the **money** and **non-negotiable instruments** up to the **limit of indemnity** at the time of the loss.

Excess

Our total liability applies over and above any **excess**, as set out in the **schedule**.

Automatic extensions

The following extensions are provided as standard covers

Company credit or credit cards used for business purposes

Cover for losses **you** incur for any unauthorised use of the company credit or debit card following theft of such company credit or debit card by a third party.

Exclusions

The following exclusions apply to this extension only. **We** will not pay for any claims directly or indirectly caused by, arising from and/or contributed by:

- a) unauthorised use of the company credit or debit card by an **insured person**;
- b) any losses recoverable from or cancelled or rescinded by the card issuer;
- c) losses arising 48 hours from discovery of the loss of the card;
- d) losses covered in whole or in part by any other insurance.

Conditions

The following conditions apply to this extension only:

- a) **you** must fully comply with the terms and conditions imposed by the card issuer;
- b) any losses must be reported to the police and the card issuer within 24 hours of discovering such loss.

The maximum **we** will pay is GBP 1,000 for any one claim.

Section conditions

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

Key security

Whenever **your premises** are closed for **business** all keys or notes of the combination codes of safes or strong rooms must be removed from **your premises** unless the **premises** are still occupied by **you** or any of **your** authorised **employees**. When keys are on the **premises** they must be kept in a secure place away from the safes or strongrooms.

Money in transit

- a) Whenever **money** or **non-negotiable instruments** exceeds:
 - i) GBP 2,500 up to GBP 5,000 it must be accompanied by at least 2 responsible adults;
 - ii) GBP 5,000 up to GBP 8,000 it must be accompanied by at least 3 responsible adults;
 - iii) GBP 8,000 up to GBP 12,000 it must be accompanied by at least 4 responsible adults;
 - iv) GBP 12,000 as stated in the **schedule**;
- b) private transport is used for amounts of **money** or **non-negotiable instruments** in transit greater than GBP 2,500 where the distance exceeds half a mile;
- c) all persons engaged in the transit of **money** are able-bodied adults;
- d) the times of transit routes and conveyances used should be varied as far as possible.

Record keeping

You will keep a daily record of the amount of **money** at **your premises** contained in safes or strong rooms and in transit. This record must be kept in a separate secure place and will need to be produced to support a claim under this section.

Transit by post

The maximum **we** will pay in respect of loss of **money** in transit by post is GBP 25 per packet while in transit by unregistered post.

Section exclusions

These exclusions apply to this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Dishonesty

loss or **damage** due to the dishonesty of any of **your** directors, partners or **employees** unless discovered within 10 working days of it happening;

Errors or omissions

loss or **damage** due to error or omission in receipts payments or accounting practice;

Fraudulent payments

the use of any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible or irrecoverable for any reason;

Gaming / vending machines in excess of GBP 250

loss of **money** or contents from any gaming or vending machine in excess of GBP 250.

Loss not directly related to money

any loss which is not directly connected to the loss or **damage** of **money**;

Money belonging to the post office

loss or **damage** to **money** belonging to the Post Office;

Theft or attempted theft	theft or attempted theft from the premises or any authorised person's private dwelling unless involving forcible and violent entry or exit, or actual or threatened hold up, assault or violence;
Unattended vehicle	loss or theft from an unattended vehicle ;

PART B - ASSAULT

Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning
Benefit	The benefit(s) provided by us under this policy as set out in the Insuring Clause under Section 10 Money and Assault, Part B - Assault .
Event	any one occurrence or series of occurrences directly or indirectly attributable to single source or the same original repeated or continuing cause.
Insured person (for this section only)	You or any director, principal, partner or employee .
Loss of limb	Loss by physical separation of an arm or hand at or above the wrist, or of a foot or leg at or above the ankle, or total loss of use of a complete arm, hand, foot or leg.
Loss of sight	Total loss of sight in an eye.
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 plus professional counselling costs.
Permanent total disablement	Disablement which: <ul style="list-style-type: none"> d) prevents you from performing the duties of any occupation for which you are qualified by reason of your education, training or experience; and e) lasts continuously for 12 calendar months; and f) at the end of 12 calendar months is without prospect of improvement.
Temporary partial disablement	Disablement lasting without interruption for longer than the time excess and which prevents the insured person from carrying out a substantial part, but not all, of their usual occupation.
Temporary total disablement	Disablement, other than permanent total disablement , lasting without interruption for longer than the waiting period and which

	totally prevents the you from carrying out all parts of your usual occupation.
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Your cover

Insuring clause

We will cover **you**, up to the amount shown below, in the event of an **insured person** sustaining a **bodily injury** caused by theft or attempted theft, violence or threat of violence occurring in the course of the **business** during the **period of insurance**.

Benefit	Benefit Amount
a) Bodily injury which within 24 months of its occurrence is the sole and direct cause of:	
i) death	GBP 10,000
ii) loss of limb (one or more)	10,000
iii) loss of sight in one or both eyes	10,000
b) Any other permanent total disablement occurring within 24 months of the bodily injury	10,000
c) Temporary total disablement	Up to 250 per week (payable for 52 weeks after the first 14 days of disablement)
d) Temporary partial disablement	Up to 125 per week (payable for 52 weeks after the first 14 days of disablement)

Limit of indemnity

We will not pay any amount in excess of GBP 1,000,000 for any one **event**. If the total amount of compensation payable exceeds GBP 1,000,000 the compensation payable to each **insured person** will be proportionately reduced until the total of all compensation payable does not exceed GBP 1,000,000.

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest **limit of indemnity** available under the sections providing cover.

Payment conditions

1. Only one **benefit** will be payable in respect of the consequences of any one **bodily injury**.
2. If **you** can recover two or more **benefits** under this **policy** as a result of the same **bodily injury**, **we** will pay only one amount, the largest, that applies.
3. If a **bodily injury** causes **your** death within 12 months of the date of such **bodily injury**, **we** will only pay the amount shown for 'Death' regardless of whether a claim for any other **benefit** is outstanding at the time of **your** death.
4. For **temporary total disablement** and **temporary partial disablement**, **we** will pay **you** the amount shown above from the date of disablement until the earlier of:
 - i) **your** death;
 - ii) **you** no longer suffer from **temporary total disablement** or **temporary partial disablement**; or
 - iii) the end of 52 weeks.
5. If **we** pay a claim under this **policy** and **you** subsequently become eligible to claim another **benefit** caused by or arising from the same **bodily injury**, **we** will deduct the amount already paid to **you** from any additional sum that may be due.
6. **We** will not pay any interest on any **benefits** payable under this **policy**.

Automatic extensions

The following extensions are provided as standard covers

Damage to clothing and personal effects

Cover for **damage** to the clothing and/or personal effects (but **we** will not cover jewellery watches and personal **money**) of an **insured person** as a result of theft or attempted theft, violence or threat of violence in the course of the **business**.

We will pay up to GBP 500 for any one **insured person**.

Medical expenses

We will cover **you** for **medical expenses** reasonably and necessarily incurred if an **insured person** suffers **bodily injury** caused solely or directly as a result of theft or attempted theft, violence or threat of violence in the course of the **business**.

We will pay up to GBP 250 for any one **insured person**.

Section conditions

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

Examinations

- a) The **insured person** will, as often as required and at **our** expense, submit to examination by a medical practitioner of **our** choice.

- b) **We** will be entitled to conduct a post-mortem examination at **our** own expense in the event of the death of an **insured person**.

Minimising loss

The **insured person** must take all practical steps to minimise any **bodily injury**.

Transferring your rights under this policy

This section is not assignable and no person save **you**, or in the case of **your** death **your** legal personal representative, will have any right against **us** either as assignee or transferee of any interest or any right to receive monies payable either before or after loss and whether admitted or not or in any other case.

Section exclusions

These exclusions apply to this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Aerial activities

flying as a pilot or aircrew or any other aerial activities including drone operation other than travel by commercial airlines as a fare-paying passenger;

Age restrictions

any claims relating to persons under the age of 16 or over the age of 70;

Bodily injury outside the territorial limits

for **bodily injury** arising outside of the **territorial limits**;

Criminal acts

any criminal acts carried out by an **insured person** or on their behalf;

Emotional or psychiatric disorders

any emotional or psychiatric disorder or condition;

First 14 days of disablement

the first 14 days of disablement;

Hazardous activities

an **insured person's** participation in:

- a) rock climbing or mountaineering normally involving ropes or guides;
- b) hang gliding, parachuting;
- c) driving or riding in any kind of race;
- d) abseiling, boxing, caving, hunting, ice hockey, judo, martial arts, polo, potholing, sub aqua diving, water skiing, winter sports or wrestling;

Inability to take part in sports or pastimes

any inability to take part in sports or pastimes;

Participation in armed forces activities

armed forces activities including operations, exercises or training;

Pre-existing conditions	any physical defect, infirmity, medical condition or chronic or recurring ailment of which an insured person is aware of or could reasonably be expected to have been aware unless it has been declared in writing and accepted by us ;
Pregnancy and childbirth	pregnancy or childbirth, except for unexpected medical complications or emergencies arising from the pregnancy;
Professional sports	training for or participating in professional sport of any kind;
Suicide, deliberate injury, intoxication, drug addiction, solvent abuse	<ul style="list-style-type: none">a) suicide, attempted suicide or deliberate self-harm;b) being under the influence of drink or drugs (unless prescribed by your medical practitioner and used properly);c) alcoholism or other alcohol related illnesses, drug addiction, solvent abuse;
Use of motorcycles	use of a motorcycle (as driver or passenger) other than under 250cc and when the driver is duly qualified and in possession of a current UK driving licence and both driver and passenger wear safety helmet(s) and appropriate clothing;
Use of power tools	use of any kind of power tools;

11. Goods in Transit

This section only applies if shown in the schedule

Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning
Computer equipment	<ul style="list-style-type: none"> e) all computer equipment (including interconnecting wiring, fixed discs and telecommunications equipment) used for the storage and communication of electronically processed data but excluding: <ul style="list-style-type: none"> iii) computers which are an integral part of any item of process or production machinery; iv) fixed vehicle satellite navigation systems; f) ancillary equipment solely for use with the computer equipment comprising air conditioning equipment, generating equipment, uninterruptable power supply, voltage regulating equipment, temperature and humidity recording equipment, electronic access equipment, heat, smoke and water detection equipment, lightning and transient overvoltage protection devices, anti-theft devices which have been approved by us, gas flooding equipment and pipe work and computer room partitioning; g) programs and/or information stored upon fixed discs; h) all current and backup computer records (excluding fixed discs and paper records of any description) incorporating stored programs and or information thereon owned by or on deferred purchase, leased, hired, rented or for which the you are responsible.
Computer records	electronic data representing a particular transaction or inter-related data which describes an event, person or other entity.
Electronic data	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.
Programme(s)	the set of instructions significant to the computer's central processor which is composed to enable a user to achieve the desired result with data input by the user.
Property (for this section only)	Merchandise and goods (including tools), used in connection with the business which are either owned by you or your responsibility unless we state otherwise in the schedule .
Transit	the period during which the property is being: <ul style="list-style-type: none"> a. conveyed by or temporarily housed in or upon a vehicle or trailer owned or operated by you; b. conveyed by or in the charge of a carrier for the purpose of transportation by the carrier; c. conveyed by any other means of transit stated in the schedule;

	d. loaded onto or unloaded from the means of conveyance; anywhere within the territorial limits , including sea and air transits.
Unattended vehicle	no person has been allocated responsibility for keeping the conveyance vehicle and or trailer and parts or possessions within (unless specifically included by way of cover) under observation with a reasonable prospect of preventing any unauthorised interference.

Your cover

Insuring clause **We** will cover **you** for **damage** to **property** whilst in **transit** and during the **period of insurance**, in the **territorial limits**, arising from any external and accidental cause.

Limit of indemnity **Our** liability under this section shall not exceed the **limit of indemnity** shown in the **schedule** during the **period of insurance**.

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest **limit of indemnity** available under the sections providing cover.

Excess **Our** total liability applies over and above any **excess**, as set out in the **schedule**.

Automatic extensions

The following extensions are provided as standard covers

Ancillary equipment Cover for damage to tarpaulin sheets, ropes, securing chains, packing materials, dunnage and toggles owned by **you** or for which **you** are responsible provided that the **damage** is caused whilst such **property** is in use on the vehicle or trailer owned or operated by **you**.

The most **we** will pay for any one vehicle is GBP 1,000 for any one claim.

We will replace sheets as new if **you** prove that these were not more than one year old at the time of the **damage**.

Debris removal The additional costs necessarily incurred in removing debris, consequent upon **damage** to the **property** in **transit**.

The most **we** will pay is GBP 1,000 for any one claim and in total in any one **period of insurance**.

Personal effects Cover for **damage** to **your** or **your** driver's personal belongings in or from any vehicle owned by **you**.

The most **we** will pay is GBP 500 for any one claim.

Reloading costs Cover for the additional costs necessarily incurred in:

- a) reloading **property** which has fallen from the conveying vehicle;
or
- b) re-securing **property** where there is a dangerous movement of the load.

The most **we** will pay is GBP 1,000 for any one claim and in total in any one **period of insurance**.

Substituted vehicles

Cover for **damage to property in transit** arising out of the use of any vehicle substituted by **you** whilst **your** own vehicle is undergoing service or repair, up to an amount not exceeding the **sum insured** applicable to the vehicle undergoing service or repair in total for all claims or series of claims, arising out of any one original cause.

Tools

Cover for **damage** to tools in or from any vehicle owned by **you** and while temporarily stored during **transit**.

We will not pay for more than GBP 250 for any one claim and GBP 1,000 during any one **period of insurance**.

Transfer costs

The additional costs necessarily incurred in transferring **property** to another vehicle and carrying to the original destination, consequent upon fire or overturning or collision of the conveying vehicle.

The most **we** will pay is GBP 1,000 for any one claim and in total in any one **period of insurance**.

Section conditions

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

Automatic reinstatement of sum

Following **damage**, the sums insured by this **policy** will be automatically reinstated from the date of the **damage**, unless written notice is given to the contrary either by **us** or by **you**, provided always that following reinstatement **you** will pay any additional premium as may be requested for reinstatement from the date of reinstatement.

Average (underinsurance)

If the value of the **property** on any one vehicle or trailer at the time of **damage** is collectively greater than the **limit of indemnity** for any such vehicle or trailer as stated in the **schedule** then **you** will be considered to be **your** own insurer for the difference and will bear a rateable share of the **damage**.

Proof of loss

No claim shall be payable by **us** where **you** are unable to provide proof of dispatch.

Reasonable precautions

- You** must:
- a) only employ reliable and competent drivers; and
 - b) take all reasonable measures to:

- i) prevent **damage**;
 - ii) secure loads properly;
 - iii) maintain any vehicle in accordance with current law;
 - iv) ensure any vehicle is suitable for the purpose for which it is to be used;
- c) allow **us** access to examine any vehicle which **you** operate or **premises** from which **you** operate.

Section exclusions

These exclusions apply to this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Excluded causes

- a) inherent vice or latent vice or defect;
- b) vibration, defective packing, denting, scratching or bruising, vermin or insects;
- c) mechanical or electrical breakdown, derangement, defect or failure;
- d) variation in temperature, loss of refrigerant or controlled atmosphere unless caused by collision or overturning of the conveying vehicle, atmospheric or climatic conditions;
- e) temporary housing of the **property** in course of **transit** for the purpose of storage, making-up, packing or processing;
- f) delay or inadequate documentation;
- g) inventory shortages or mysterious or unexplained disappearances;
- h) theft or attempted theft of the **property** from open backed, soft sided or soft topped vehicles;
- i) the dishonesty of any person to whom the **property** have been entrusted;
- j) packing which was inadequate to withstand normal handling during **transit** ;
- k) loss of market, loss of profit, loss of use and consequential loss or damage of any kind;

Excluded property

- a) tobacco products, wines and spirits;
- b) cameras, photographic equipment, binoculars, radio, television, audio, video and **computer equipment** ;
- c) jewellery, watches, precious metals and stones, furs and clothing;
- d) **money**, deeds and other documents;
- e) glass, china, earthenware, marble, statuary and other items of a fragile or brittle nature unless **damage** arises as a direct result of fire, theft, collision or overturning of the conveying vehicle;
- f) livestock;
- g) dangerous goods as defined in the current standard conditions of the road haulage association (including but not limited to explosives, acids, chemicals and gases);
- h) **computer records**;
- i) property temporarily removed from the **your premises** for cleaning, renovation, repair or similar purposes.

Unattended vehicle

theft or attempted theft from any **unattended vehicle** that **you** or **your employee** owns or leases unless:

- a) the vehicle, trailer or semi-trailer is securely closed and locked at all points of access;
- b) between the hours of 9pm and 6am:
 - i) the vehicle, trailer or semi-trailer is securely closed and locked at all points of access and is kept within a securely locked building; or
 - ii) in enclosed premises which are securely locked or have a watchman in constant attendance;

12. Frozen Stock

This section only applies if shown in the schedule

Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning
Appliance	Any frozen food cabinet, deep freezer, cold room, cold store, refrigerator or chilled unit on the premises in which stock is stored at a controlled temperature.
Stock <i>(for this section only)</i>	Goods or merchandise related to your business which you own or for which you are responsible unless we state otherwise in the schedule .

Your cover

Insuring clause

We will cover **you** for **damage** occurring to **stock** during the **period of insurance** as a result of deterioration, putrefaction or contamination caused by:

- a) the rise or fall in temperature as a result of:
 - i) breakdown of or **damage** to the **appliance**; or
 - ii) non-operation of any thermostatic or automatic controlling devices connected to the **appliance**;
- b) accidental failure of the public supply of electricity not occasioned by the deliberate act of the supply authority;
- c) accidental failure of the electrical installation connecting the **appliance** to the public supply;
- d) action of refrigerant fumes escaping from the **appliance**.

Limit of indemnity

Our liability under this section shall not exceed the **limit of indemnity** shown in the **schedule** during the **period of insurance**.

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest **limit of indemnity** available under the sections providing cover.

Basis of claims settlement

The cost price of the **stock** at the time of **damage** or at our option replacement of the **stock**.

Excess

Our total liability applies over and above any **excess**, as set out in the **schedule**.

Section conditions

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

Age of appliance If an **appliance** is more than 5 years old at the start of the **period of insurance** it must be maintained annually by a suitably qualified independent electrical engineer.

Automatic reinstatement of sum insured In the event of a loss the sums insured will be automatically reinstated by the amount of the loss provided that **you** pay the appropriate additional premium for the reinstatement of **sum insured**.

Section exclusions

These exclusions apply to this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Age of appliance the failure of an appliance which is:
a) over 8 years old;
b) over 5 years old and not the subject of an annual maintenance contract with a competent refrigeration engineer or company;

Deliberate act of an electricity company the deliberate act of any electricity supply authority or the exercise by any such authority to withhold or restrict supply;

Faulty packaging faulty packaging or stowage of the **stock**;

Incorrect temperature due to the failure to correctly set any temperature controls;

Moth, vermin, insects moth or vermin or insects;

Covers under Section 1 - Property Damage any operative **Cover** under the **Property Damage** section;

Subsequent loss subsequent or inevitable loss of any kind;

Use-by date **damage** to **stock** which has passed the date set by the manufacturers for consumption;

Wear and tear wear and tear, deterioration or gradually developing flaws or defects in the **appliance**;

Wilful act(s) **your** wilful act or neglect of any partner, director or **employee** or their families.

13. Loss of Licence

This section only applies if shown in the schedule

Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning
Costs and expenses	Costs and expenses incurred in connection with any appeal against loss of licence .
Licence	A licence issued pursuant to The Animal Boarding Establishment Act 1963.
Loss of licence	<ul style="list-style-type: none"> a) Forfeiture, withdrawal or suspension of your licence due to licencing regulations; or b) refusal to renew your licence by the licencing authority; due to causes beyond your control.

Your cover

Insuring clause

If at any time during the **period of insurance you** suffer **loss of licence, we** will cover **you** for:

- a) the depreciation in value of **your** interest in the **premises** or the **business**; and
- b) the reasonable **costs and expenses necessarily** incurred with **our** written consent in connection with any appeal against any forfeiture, suspension or withdrawal of the **licence**.

Limit of indemnity

Our liability under this section shall not exceed the **limit of indemnity** and in the aggregate as shown in the **schedule** during the **period of insurance**.

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest **limit of indemnity** available under the sections providing cover.

Excess

Our total liability applies over and above any **excess**, as set out in the **schedule**.

Section conditions

These conditions apply to this section of **your policy** and are in addition to the General Conditions. **You** must comply with the following conditions to have the full protection of **your policy**. Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-

compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Change in circumstances

You must on becoming aware of any:

- a) complaint against the **premises** or its management or representation by an interested party making an application for a review of the **premises** licence;
- b) proceedings against or conviction of the designated **premises** supervisor, manager, tenant or occupier of the **premises** for any breach of the licensing law or any other matter whatsoever where the character or reputation of the person concerned is affected or called into question with respect to his honesty, moral standing or sobriety;
- c) change in the tenancy or management of the **premises**;
- d) transfer or proposed transfer of the **licence**;
- e) alteration in the purpose for which the **premises** are used;
- f) objection to renewal or other circumstances which may endanger the **licence** or its renewal;

give **us** written notice as soon as possible and supply any additional information that **we** may reasonably require.

Forfeiture or refusal to renew condition

In the event of **loss of licence** **you** will;

- a) give **us** notice in writing as soon as possible after receiving knowledge of such event, stating the grounds for the **loss of licence**;
- b) give **us** any assistance that **we** may require for the purpose of an appeal against the **loss of licence** and allow **us** and **our** solicitors full discretion in the conduct of those proceedings;
- c) apply if practical and if required by **us** for the grant of a new licence for the same or alternative premises to enable **you** to continue the business in a similar or alternative form;
- d) provide:
 - i. a statement of any loss together with any documents, statements and accounts that **we** may reasonably require to verify the loss;
 - ii. if **we** require, a statutory declaration as to the truth, accuracy and comprehensiveness of **your** statements;
 - iii. access to the **premises** and **your** books and accounts as may be necessary for ascertaining the value of the property and the goodwill of the **business**.

Transfer of licence

In the event of:

- a) **your** death, bankruptcy, incapacity or desertion of the **premises**;
- b) conviction for any offence (where that conviction affects the character or reputation of the convicted person with respect to his honesty, moral standing or sobriety) of the tenant, manager, occupier, designated **premises** supervisor or any personal **licence** holder;

you will where practical and at **our** request procure a suitable person to replace him and one to whom the licensing authority will transfer the **licence** or grant the **licence** by way of renewal.

Section exclusions

These exclusions apply to this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Business closure	being closed for any period which is not required by law;
Change to town planning law	a. any scheme of town or country planning improvement; b. redevelopment or surrender reduction ; c. redistribution of licences in connection with post-war reconstruction; any alteration of the law affecting the grant, surrender, refusal to renew or forfeiture of licences ;
Failure to comply with licensing rules	any losses where any direction or requirement of the licensing or other authority is not complied with;
Lack of maintenance	the premises not being maintained in a sanitary condition or satisfactory state of repair;
Loss of extension to normal opening hours	the loss of any extension to the normal opening hours;
Neglect or omission	forfeiture or non-renewal of the licence is caused by directly or indirectly by your misconduct or procurement of connivance or neglect or omission or failure by you to take any step necessary for keeping the licence in force;
Other compensation	losses where you are entitled to obtain payment of compensation under any legislation or bye-law in respect of refusal to renew the licence ;
Unauthorised alteration	by alteration of the premises without consent of the appropriate authority.

14. Legal Expenses

This section only applies if shown in the schedule

Important information

Legal advice help line

You can obtain telephone based legal advice on UK law by calling the DWF legal advice line on **0151 907 3083** quoting **your policy** number. Advice can be sought in relation to contractual disputes affecting **your business**. The advice is provided by DWF LLP, a global legal business, and is confidential and impartial. In the interests of monitoring the quality of legal advice given, conversations may be recorded for quality, training and regulatory purposes.

The DWF legal advice line cannot give advice on the admissibility of any **claim** under this section. If **you** wish to make a **claim**, **you** must contact the **nominee's** claims department (see claims condition below).

You must seek and follow all advice from the DWF legal advice line as to the procedure to be adopted in connection with any dispute covered under this section.

Legal expenses

You are covered for **legal expenses**. To see what is included in this section see [Your Cover](#) below. If **you** need to notify a possible **claim**, **you** should contact the **nominee** stated in the **schedule**.

This section of the **policy** is a '*claims made*' section, which means that **we** will cover **you** for **claims** made against **you** and notified to **us** during the **period of insurance**. This section does not provide cover in relation to:

1. events that occurred prior to the **retroactive date**, if any, specified in the **schedule**;
2. **claims** notified or arising out of **circumstances** notified under any previous policy, whether made or issued by **us** or any other insurer;
3. **claims** made against **you** prior to commencement of the **period of insurance**;
4. **claims** arising out of **claims** and **circumstances** declared on the proposal or declaration for the current **period of insurance** or on any previous proposal or declaration;
5. **claims** made after expiry of the **period of insurance** even though the event giving rise to the **claim** may have occurred during the **period of insurance**.

Section definitions

For the purposes of this section of the **policy** the following words will have special meaning:

Word	Specific meaning
Any one claim	All claim(s) as a result of the same original cause, event or circumstance.
Appointed representative	DWF LLP is appointed to act for the insured persons in accordance with the terms of this section.

	<p>DWF LLP is a limited liability partnership registered in England and Wales with registered number OC328794. DWF LLP is authorised and regulated by the Solicitors Regulation Authority, whose rules are available at www.sra.org.uk/handbook/. DWF LLP is also recognised as an incorporated practice by The Law Society of Scotland (registered number 43186). The term 'Partner' is used to refer to a Member of DWF LLP or an employee or consultant with equivalent standing and qualifications. A list of Members of DWF LLP and of Non-Members who are designated as Partners is open to inspection at its registered office located at 1 Scott Place, 2 Hardman Street, Manchester, M3 3AA. DWF LLP is listed on the Financial Services Authority Register as an Exempt Professional Firm, able to carry out certain insurance mediation activities (regulated by the Solicitors Regulation Authority).</p>
Awards of compensation	<p>Basic and compensatory awards and compensation for unlawful discrimination made against you by an employment tribunal or settlement of them, subject to the consent of the nominee but not including Additional awards under the Employment Rights Act 1996, Protective awards under Trade Union and Labour Relations (Consolidation) Act 1992, Interim relief under the Employment Rights Act 1996, arrears of pay or awards of damages under the Equal Pay Act (or similar legislation in the territorial limits), or arising out of failure to comply with awards for reinstatement or re-engagement.</p>
Claim(s)	<p>A claim under this section for legal expenses, professional expenses or awards of compensation.</p>
Contracting party	<p>A person, firm or company within the territorial limits with whom you have a direct contractual relationship.</p>
Employee(s) (for this section only)	<p>Any person under a contract of service with you.</p>
Injury	<p>Physical bodily injury or death.</p>
Insured persons (for this section only)	<p>You and at your request, any of your employee(s) including a director or partner, conditional on the same appointed representative acting for all.</p>
Legal expenses	<p>a) Fees</p> <ul style="list-style-type: none"> i) any professional fees, expenses and other disbursements reasonably incurred by the appointed representative with the consent of the nominee; ii) any costs incurred by other parties where the insured persons have been held liable in court or tribunal proceedings to pay these costs or become liable to pay these costs under a settlement made with another party with the consent of the nominee, but excluding any costs which the insured persons may be ordered to pay by a court of criminal jurisdiction. <p>b) Witness attendance allowance The amount of money per day you are liable to pay an employee where they are required by the appointed</p>

	representative to attend as a witness at a court or tribunal hearing. Indemnity is limited to GBP 100 per day and a maximum of GBP 1,000 in any one claim .
Nominee	The nominee named in the schedule .
Professional expenses	Any fees or expenses reasonably incurred by the appointed representative with the consent of the nominee but excluding any tax or VAT, additional tax or VAT, interest or penalties demanded, assessed or required by the relevant authorities or other penalties imposed by a court of criminal jurisdiction.
Property (for this section only)	Land or buildings owned or occupied by you or for which you are legally responsible.
Retroactive date	Where a retroactive date is stated in the schedule , the cover provided by this section will not apply to claims made against you because of any act, error or omission committed or alleged to have been committed before that date.

Your cover

Insuring clause

We will only pay the **insured persons** for **claim(s)** where the dispute, legal proceedings are within the **territorial limits** and is in connection with activities within the scope of **your business**, for;

Contract disputes cover

Legal expenses incurred in the pursuit or defence of any dispute or legal proceedings made by or brought against **you** in a contractual dispute with a **contracting party** over a contract for the sale of goods, the hire of goods or a contract for the supply of a service within the meaning of the Sale of Goods Act 1979, or the Supply of Goods and Services Act 1982 (or similar legislation in the **territorial limits**) provided that:

- legal expenses** incurred in the pursuit of any dispute or legal proceedings is limited to 75% of the amount in dispute;
- we** will not be liable to provide indemnity unless the amount in dispute between **you** and the **contracting party**, to which indemnity applies exceeds GBP 500;
- where the contract is a construction contract as defined by the Housing Grants, Construction and Regeneration Act 1996 (or similar legislation in the **territorial limits**), the construction operations are or are intended to be carried out by the **contracting party** on **property** owned by **you** and the contract is for the repair or renovation of the **property**;

Exclusions applicable to contract disputes

- breach or alleged breach of professional duty;
- contracts that provide or arrange credit, insurance, securities or guarantees;
- contracts where **your** liability or right of recovery is incurred through **your** agent or by assignment;
- franchise contracts;
- contracts governed by or alleged to be governed by the Consumer Credit Act 1974 (or similar legislation in the **territorial limits**);

- f) contracts of employment;
- g) landlord and tenant disputes;
- h) any dispute to be determined by arbitration;
- i) debts owed by **you** or to **you**; and
- j) **your excess**.

Employment disputes cover

Legal expenses and **awards of compensation** incurred by **you** in defending legal proceedings brought against **you** by an **employee**, **ex-employee** or prospective **employee** in respect of their contract of employment with **you** or a breach of employment related legislation.

We have the right to refuse to pay **your claim** if **you** do not seek and follow all advice from the DWF LLP legal advice line as to the procedure to be adopted and have received specific authorisation from the DWF LLP legal advice line:

- a) prior to carrying out any disciplinary procedure, action or suspension of an **employee**;
- b) prior to dismissal of an **employee**;
- c) prior to notifying an **employee** of their intended retirement date or retiring an **employee**;
- d) prior to instituting a redundancy programme and prior to making an **employee** redundant;
- e) upon formal or informal notification of a grievance from an **employee** or **ex-employee**;
- f) upon formal or informal notification of a complaint relating to discrimination, victimization or harassment because of age, disability, gender reassignment, marriage/civil partnership, pregnancy/maternity, race, religion or belief, sex or sexual orientation;
- g) prior to any adverse variation or proposed adverse variation of the terms and conditions of employment (including altering the hours, time or place worked, demotion or deduction from or reduction in an **employee's** remuneration);
- h) immediately an **employee** walks out, with or without written notice;
- i) upon receipt of an appeal from an **employee** or **ex-employee**, against a decision taken as a result of a disciplinary or grievance procedure, retirement procedure or a decision to dismiss.

Exclusions applicable to employment disputes

- a) **legal expenses** and **awards of compensation** under any contractual or legislative provision insofar as any **claim** arises from or is connected with any **business** transfer falling within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 1981 or the Acquired Rights Directive (or similar legislation in the **territorial limits**);
- b) any fine, award or damages incurred by deliberately avoiding a payment or liability under statutory requirements;
- c) any redundancy payment or any money due or properly payable, arising under or from a contract of employment, service agreement or related document to or from any related, implied or incorporated terms of a contract of service;
- d) **your excess**.

Personal injury cover

Legal expenses incurred in the pursuit of any dispute or legal proceedings for **injury** to the **insured persons**.

Limit of indemnity

The most **we** will pay under this section are the limits shown in the **schedule** for:

- a) **any one claim**;
- b) all **claim(s)** notified during the **period of insurance**.

If any **occurrence** gives rise to liability under more than one section, **our** total liability for all claims and **occurrences** of a series consequent upon or attributable to one source or original cause, shall not exceed the single greatest **limit of indemnity** available under the sections providing cover.

Excess

Our total liability applies over and above any **excess**, as set out in the **schedule**.

Section conditions

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

Arbitration

Any dispute between **us** and the **insured persons** may be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties, or failing agreement one who is nominated by the President of the appropriate Law Society or by the Bar Council or appropriate professional body within England and Wales. The apportionment of the costs of arbitration will be determined by the arbitrator.

Data Protection Act 1998

You agree that any information provided to **us** regarding the **insured persons**, will be processed by **us** or the **nominee** in compliance with the provisions of the Data Protection Act 1998 (or similar legislation in the **territorial limits**) for the purposes of providing insurance and handling **claim(s)**, if any, which may necessitate providing such information to third parties.

Insolvency and liquidation

If **you** become insolvent or are placed in liquidation, receivership, administration, bankruptcy or enter into a voluntary arrangement or deed of arrangement, or if any application is made to the court or meeting convened for the purpose, **we** have the right to immediately cease to provide indemnity for **legal expenses**, **professional expenses** and **awards of compensation** even if the **nominee** may have previously granted consent.

Reasonable precautions

The **insured persons** must take all reasonable precautions to avoid and prevent **claim(s)**, legal proceedings and disputes. The **insured persons** must make every effort and take all reasonable measures to minimise the cost and effect of any **claim**. If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your claim**.

Section exclusions

These exclusions apply to this section of **your policy** and are in addition to the General Exclusions. **We** will not pay for any claims, directly or indirectly, caused and/or contributed by or arising from:

Criminal prosecution	any criminal prosecution, including but limited to: a) any prosecution relating to or arising from an investigation by HMRC (or similar tax department in the territorial limits) ; b) any prosecution for offences against the person, including offences of a sexual nature; c) any prosecution for criminal damage; d) any prosecution alleging dishonesty; e) any prosecution for non-endorsable road traffic offences; f) prosecutions and weight prosecutions; g) an allegation of speeding or driving whilst under the influence of alcohol or drugs; h) failure to insure a motor vehicle as required by law;
Defamation	any dispute or legal proceedings arising out of or in connection with actual or alleged defamation or false statement;
Deliberate or negligent actions	any claim arising out of the insured persons' deliberate, conscious, intentional or negligent disregard of the need to take all reasonable steps to avoid and prevent claim(s) , disputes, legal proceedings or investigation by HMRC;
Disputes between parent/subsidiary company	disputes or legal proceedings between you or with any parent company, subsidiary company or associated company or partner;
Disputes between you and us, our representative or nominee	any dispute between the insured persons and the nominee, us , the appointed representative or your insurance broker;
Excluded legal proceedings	defending civil legal proceedings arising from: a) injury or disease including psychiatric injury and stress; b) loss, destruction or damage of or to property ; c) alleged breach of any professional duty; d) any tortious liability (unless specifically covered under this section); e) any debt action;
Fine or penalties	finest or other penalties imposed by a court or tribunal;
Intellectual property	a) any dispute or legal proceedings arising out of breach or alleged breach of confidentiality or passing off, whether related to intellectual property or not; b) any dispute or legal proceedings arising out of the ownership or existence of any intellectual property rights any dispute or legal proceedings arising out of or in connection with actual or alleged defamation or false statement.
Judicial review	any legal expenses or professional expenses incurred in respect of or in connection with a judicial review;

Legal or professional expenses payable irrespective of dispute	any legal expenses or professional expenses which the insured persons should or would have had to incur irrespective of any dispute;
Other insurance	any dispute, legal proceedings for which you are entitled to indemnity under any insurance whether a legal expenses insurance or not, or under a legal aid certificate or representation order;
Property disputes	any property dispute, including but not limited to: <ul style="list-style-type: none"> a) the payment or non payment or review of any tax, rent or service charge; b) a dispute relating to planning or building regulations, decisions, compulsory purchase orders or any actual, planned or proposed works by or under the order of any government, public or local authority; c) any dispute arising from the negotiation, review or renewal of a tenancy agreement or the subsequent purchase of the property whether or not the purchase is completed; d) any dispute where you have failed to maintain in full force and effect during the tenancy agreement, buildings insurance covering the standard range of perils if you were contractually obligated to have insurance in force; e) a dispute over subsidence or heave however caused; f) a contract dispute, including landlord and tenant disputes;
Statutory charges	any dispute or legal proceedings with government or local authority departments concerning the imposition of statutory charges;
Statutory licence	<ul style="list-style-type: none"> a) any disciplinary or internal procedures conducted by authorities charged with your regulation in the performance of your business or for any appeal following these procedures; b) an alteration or refusal to renew a statutory licence which is imposed by an Act of Parliament; c) any costs incurred to comply with a notice or order.
Territorial limits	any dispute, legal proceedings made, brought or started outside the territorial limits ;
Terrorist act	any dispute or legal proceedings arising out of or in connection with terrorist act ;
Unauthorised awards of compensation	awards of compensation where the nominee's consent to incur legal expenses has not been granted or has been withdrawn;
Unauthorised legal or professional expenses	legal expenses or professional expenses incurred without the prior written consent of the nominee or in excess of the nominee's consent.

Section claims conditions

These claims conditions apply to this section only.

Appeal procedure

If, following legal proceedings to which the **nominee** has consented, the **insured persons** wish to appeal against the judgment or decision of a court or tribunal, the grounds for the appeal must be submitted to the **nominee** through the **appointed representative** immediately or as soon as practical, so that the **nominee** may consider whether to consent to further action. If an appeal is lodged against a judgment or decision of a court or tribunal made in the **insured persons'** favour following legal proceedings where the **nominee** has consented, the **insured persons** must notify the **nominee** immediately in order that cover continues. The **nominee** will inform the **appointed representative** of its decision and the **insured persons** must co-operate in an appeal against the judgment or decision of a court or tribunal.

Disclosure condition

It is a condition of cover that:

- a) the **insured persons** must give the **appointed representative** and the **nominee** all necessary help and information, including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the **insured persons'** possession. The **insured persons** must provide or obtain all documents as necessary and attend meetings or conferences as requested;
- b) the **nominee** is entitled to receive from the **appointed representative** and the **insured persons** any information, document or advice in connection with any **claim** and the subject matter of any **claim** even if privileged. In addition, the **insured persons** must instruct the **appointed representative** to provide the **nominee** with regular updates on the progress of the subject matter of any **claim** and inform the **nominee** as soon as possible if and when any circumstance adversely impacts the factors taken into account in granting the **nominee's** consent. On request, the **insured persons** will give to the **appointed representative** any instructions necessary to secure the required access.

Indemnity may be withdrawn if the **insured persons** fail to co-operate at all times or within a reasonable time, with the **nominee's** or the **appointed representative's** requests.

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

Instruction and choice of appointed representative and Counsel

The **nominee** will choose an **appointed representative** to act on the **insured persons'** behalf in any **claim** under this section.

Where recourse is necessary to a lawyer and there are enquiries or proceedings, the **insured persons** are free to choose an **appointed representative** to act in the name of and on behalf of the **insured persons** in any enquiry or legal proceedings where the **nominee** has consented, subject to **you** paying the first GBP 1,000 of **any one claim**. The name and address of the **appointed representative you** propose to instruct must be notified to the **nominee** in writing. The **nominee** will accept the nomination provided they are satisfied the proposed **appointed representative** will co-operate and enable **you** to comply with the terms and conditions of this section and provided

the proposed **appointed representative's** charging rates are fair and reasonable for the particular legal proceedings.

In all other claims the **nominee** will choose the **appointed representative** subject to the **excess** unless there is a conflict of interest between the **insured persons** and the **nominee** when **you** are free to choose an **appointed representative** to act in the name of and on behalf of the **insured persons** in any **claim** to which the **nominee** has consented.

A dispute arising from **your** choice may be referred to arbitration in accordance with [General Condition Arbitration](#).

The **insured persons** must not, without the written consent of the **nominee** enter into any agreement with the **appointed representative** as to the basis of calculation of **legal expenses**. In selecting the **appointed representative** the **insured persons** have a duty to minimise the cost of any **claim**.

In all cases the **appointed representative** will be appointed in the name of and on behalf of the **insured persons**. If in the course of any **claim** the **appointed representative** wishes to instruct Counsel or an expert, their name and an explanation of the necessity for the instruction must be submitted to the **nominee** for consent to the proposed instruction, which will not be unreasonably withheld.

Nominee's consent

You must obtain the **nominee's** consent in writing to incur **legal expenses** or **professional expenses**. Consent will be given by the **nominee** on **our** behalf, if the **insured persons** can satisfy the **nominee** that:

1. **Proportionality**

It is reasonable to incur **legal expenses** or **professional expenses** having regard to the proportionality between the remedy claimed and the **legal expenses** or **professional expenses** to be incurred; and

2. **Prospects of success (pursuing or defending)**

- a) where the **insured persons** are pursuing, there are reasonable prospects of proving the other party's legal liability and of recovering the damages claimed or other legal remedy sought; or
- b) where the **insured persons** are defending, the other party does not have reasonable prospects of proving the **insured persons'** legal liability.

If during the course of a **claim** the **insured persons** cease to satisfy the **nominee** in respect of 1 or 2 above, indemnity will be withdrawn in respect of **legal expenses** and **professional expenses** and **awards of compensation**. The decision to grant consent or to withhold it will be taken on receipt of:

1. a fully completed claim form;
2. the information and documentation the **nominee** reasonably requests;

3. a legal opinion from the **appointed representative** as to 1 and 2 above;
4. any advice the **nominee** deems necessary to take.

With the **insured persons** agreement, the **nominee** may provide assistance in settling disputes. These costs will be covered under this section subject to payment of the **excess** within the limits of **our** liability.

At its discretion, the **nominee** may require the **insured persons** to obtain an opinion from Counsel at the **insured persons'** expense, as to the merits of the **claim**. This opinion will cover the same issues that the **nominee** has in assessing the merits of any legal action. If based upon such opinion the **nominee** is satisfied in respect of 1 and 2 above, the **legal expenses** and **professional expenses** in obtaining that opinion, will be paid by **us** within the limits of **our** liability.

In granting **our** consent, **we** agree to provide the **insured persons** indemnity subject to the terms and conditions of this section, but the consent does not imply that all **legal expenses** or **professional expenses** or **awards of compensation** will be paid. In particular **legal expenses** or **professional expenses** beyond the immediate scope of the **claim** will be deemed by **us** to fall outside the indemnity provided by this section.

The **nominee** reserves the right to limit its consent by time or financial amount of **legal expenses** or **professional expenses** and or stage of proceedings, to allow for a review of their continued consent.

If after consent has been granted it is shown that the **claim** has not been brought within the terms and conditions of this section, **we** have the right to immediately cease to provide indemnity for **legal expenses**, **professional expenses** and **awards of compensation** even if the **nominee** may have previously granted consent. **We** will be entitled to recover any **legal expenses**, **professional expenses** and **awards of compensation** previously paid. If the **insured persons** elect to proceed with the pursuit or defence of a dispute or legal proceedings where the **nominee's** consent has been refused through lack of reasonable prospects, as required in 2a and b above, and the **insured persons** are successful in the pursuit or defence, **we** will pay **legal expenses** or **professional expenses** incurred after the consent had been refused, subject to the terms of this section.

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

Notification of claims

You must notify the **nominee** in writing during the **period of insurance** as soon as the **insured persons** are aware of any cause, event or circumstance which has given or may give rise to a **claim**, dispute, legal proceedings involving the **insured persons**. Where notification has been given, **we** agree to treat any subsequent **claim** for the cause, event or circumstance notified as though the **claim** had been notified during the **period of insurance**. All notices and communications from **us** or **our** representatives to **you**, will be sent to **your** address that was last declared to the **nominee** or, in relation

to any matters arising out of any **claim**, if sent to the **appointed representative**.

All notices and communications from the **insured persons** or the **appointed representative** to **us** will be sent to the **nominee**.

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

Offer of settlement

The **insured persons** must inform the **nominee** in writing as soon as an offer to settle is received or the **insured persons** propose to make an offer of settlement. In any settlement, the **insured persons** must consider the **legal expenses, professional expenses or awards of compensation** incurred or likely to be incurred and their recovery. No indemnity will be provided if the **insured persons** enter into any agreement to settle without the prior written consent of the **nominee** (consent not to be unreasonably withheld) and **we** will be entitled to recover any **legal expenses or professional expenses or awards of compensation** previously paid.

If the **insured persons** unreasonably reject an offer of settlement, which the **nominee** recommends acceptance of or makes an offer which the **nominee** does not agree with, no further indemnity will be provided. **We** may at **our** absolute discretion decide to pay the **insured persons** the amount of damages that the **insured persons** are claiming or are being claimed against the **insured persons**, instead of indemnifying the **insured persons** for **legal expenses, professional expenses or awards of compensation**. Where **we** exercise this discretion **we** will cease to be liable for any further **legal expenses, professional expenses or awards of compensation**. **We** may also require the **insured persons** to make an offer to pay an **award of compensation** to an **employee** or **ex-employee** or prospective **employee** provided **we** agree to pay the **award of compensation**. If the **insured persons** fail to make the offer **we** will cease to be liable for any further **legal expenses or award of compensation**.

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

Payment of legal expenses, professional expenses and awards of compensation

All bills for **legal expenses or professional expenses** which the **insured persons** receive from the **appointed representative** should be forwarded to the **nominee** without delay. If the **nominee** requests, the **insured persons** must ask the **appointed representative** to submit the bill of costs for assessment or certification by the appropriate Law Society, court or tribunal. The **insured persons** are responsible for payment of all **legal expenses or professional expenses or awards of compensation**. **We** may settle these direct if requested to do so by the **insured persons**. The payment of some **legal expenses or professional expenses** does not imply that all **legal expenses or professional expenses or awards of compensation** will be paid.

Recovery of costs condition

Whenever the **insured persons** are awarded costs or under the terms of any settlement where costs are included, those costs are to be repaid to **us**. The **insured persons** and the **insured persons'**

appointed representative must make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement or where costs are awarded but not recovered, the **insured persons** agree that a fair and reasonable proportion of that settlement will be deemed costs and due to **us**. Where such a settlement is paid in instalments all costs will be paid to **us** first.

Value Added Tax

If **you** are registered for VAT (or similar tax in the **territorial limits**), **we** will not pay the VAT element of any **legal expenses** or **professional expenses**.