



Policy wording

Business Plan Plus

April 2021

Contents

Your Policy	3
Important Helplines	4
Definitions	5
<hr/>	
Sections of cover	
Section 1 – Buildings and Contents	11
Section 2 – Business Interruption	18
Section 3 – Selected All Risks	22
Section 4 – Public and Products Liability	23
Section 5 – Employers Liability	28
Section 6 – Personal Accident	30
Section 7 – Goods in Transit	31
Section 8 – Legal Expenses	33
Section 9 – Terrorism	39
Special Clauses	41
Policy Exclusions	45
Policy Conditions	54
<hr/>	
Making a Complaint	61

Your Policy

The Company in consideration of the payment of the premium shall provide insurance against loss destruction damage or liability occurring at any time during the period of insurance (or any subsequent period for which the Company accepts a renewal premium) in accordance with the Sections of the Policy shown as operative in the Schedule subject to the exclusions provisions and conditions of the Policy

The Policy and the Schedule should be read together as one contract and the Proposal Form/ Statement of Fact made by the Insured is the basis of the contract

Important

We recommend You read this Policy together with Your schedule to ensure that it meets with Your requirements. Should You have any queries please contact Us or Your insurance adviser Your attention is drawn to the Complaints procedure (Making a Complaint) on Page 61

The law applicable to this Policy

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

Security of premises

This insurance has been granted subject to Minimum Standards of Security (See Policy Condition 21) or following a survey of Your premises. It is important that You should not alter door or window fastenings or other security devices (except as allowed specifically in a Further Protection Clause attached to this Policy) without the written consent of the Company. In Your interest it is important that You give early notification of any proposed changes so that if it is necessary a further survey may be undertaken

Important Helplines



Glass replacement service*

0300 303 2944

A quick and efficient repair/replacement service is available 24 hours a day 365 days a year



Legal and tax advice**

0330 024 5346

Our confidential legal and tax advice line. Please quote AXA Commercial when you call



Emergency helpline***

0330 024 5346

Our 24 hour emergency helpline service provides help when you most need it. Please quote AXA Commercial when you call. We will provide details of reputable contractors who will be able to help.

Calling the helpline does not constitute notification of an insurance claim. You will have to pay for any call out charges, parts and cost of labour.

- * The Glass replacement service is provided by AXA approved glazing and locks provider
- ** The telephone legal and tax advice is provided on behalf of Arc Legal Assistance Ltd by Irwin Mitchell Solicitors and can advise on general UK law and taxation
- ** Tax telephone advice provided by Irwin Mitchell Solicitors may involve the use of external accountants to provide tax telephone advice
- ** Arc Legal Assistance Ltd make no additional charge for providing these services
- *** The emergency assistance helpline is provided on behalf of Arc Legal Assistance Ltd by AXA Assistance UK. Arc Legal Assistance Ltd make no additional charge for providing these services
Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Their Firm Reference Number is 305958
Irwin Mitchell LLP is a limited liability partnership registered in England and Wales, with number OC343987, and is authorised and regulated by the Solicitors Regulation Authority
Telephone calls may be monitored and recorded

Definitions

Where we explain what a word means that word will have the same meaning wherever it is used in the Policy or Schedule

1 General

AXA Insurance/We/Company/Our

AXA Insurance UK plc

Business

The business stated in the Schedule (conducted by the Insured at or from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man in respect of Sections 4 and 5) including

- a) the provision and management of canteen sports social or welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services
- b) private work undertaken with the prior consent of the Insured by Employees for any director or senior official of the Insured
- c) the ownership maintenance and repair of such premises

Employee (other than that as defined in Section 8 – Legal Expenses)

- a) any person under a contract of service or apprenticeship with the Insured
 - b) any person who is hired to or borrowed by the Insured
 - c) any person engaged in connection with a work experience or training scheme
 - d) any labour master or person supplied by them
 - e) any person engaged by labour only sub-contractors
 - f) any self employed person working on a labour only basis under the control or supervision of the Insured
 - g) any voluntary helper
- while working for the Insured in connection with the Business

Insured/You/Your

The person(s) or company named in the Schedule

Policy

The Policy and Schedule and any endorsements attached or issued in connection therewith

Premises

The Premises as stated in the Schedule

Proposal

The signed Proposal or Statement of Fact if applicable and any additional information supplied to the Company by or on behalf of the Insured

Turnover

The money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the Business

2 Applicable to Section 1 – Buildings and Contents

Cover Date

The date on which cover by this Section was inception or such subsequent date at which a revised Declared Value has been submitted to the Company

Damage

The word 'DAMAGE' in capital letters shall mean accidental loss or destruction of or damage to the Property Insured

Declared Value

The Insured's assessment of the cost of reinstatement of the Property Insured at a level of costs applying at the time that such values are required by the Company as the basis for the calculation of the policy premium (ignoring inflationary factors which may operate subsequently) together with insofar as the insurance by the item provides due allowance for

- a) debris removal costs
- b) professional fees
- c) additional cost of reinstatement to comply with European Community and Public Authority requirements

Definitions *continued*

Defined Peril

The words 'Defined Peril' shall mean fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances theft malicious persons earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal

Empty

The word 'Empty' shall mean wholly unoccupied mainly unoccupied or not in use

Money

Cash bank and currency notes cheques postal orders money orders crossed bankers drafts current postage stamps unused units in franking machines National Savings Stamps and Certificates National Insurance Stamps trading stamps gift tokens customer redemption vouchers VAT purchase receipt credit company sales vouchers credit card counterfoils travellers tickets, phonecards (excluding phonecards held in stock for resale) and in so far as such are not otherwise insured holidays with pay stamps and luncheon vouchers

Standard Construction

Brick stone or concrete built and roofed with slates tiles metal concrete asphalt or sheets or slabs composed entirely of incombustible mineral ingredients and plastic rooflights

Non-Standard Construction

Constructed of materials other than those detailed in the definition Standard Construction

Territorial Limits

Great Britain Northern Ireland the Channel Islands or the Isle of Man

3 Applicable to Section 2 – Business Interruption

For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded

Incident

Loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business

or

loss destruction of or damage to the Insured's books of account or other business books or records at the Premises in respect of Accounts Receivable

Indemnity Period

The period beginning with the occurrence of the Incident and ending not later than the number of months thereafter stated in the Schedule during which the results of the Business shall be affected in consequence thereof

Uninsured Working Expenses

Bad debts and purchases

Gross Profit

The amount by which

- a) the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed
- b) the sum of the amount of the opening stock and work in progress and the amount of the Uninsured Working Expenses

Note

The amounts of the opening and closing stocks (including work in progress) shall be arrived at in accordance with the Insured's usual accounting methods due provision being made for depreciation

Definitions *continued*

Accounts Receivable

The total amount of the balances debited to Customers in the Insured's accounts after equitable allowances have been made for bad debts and for amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Incident) to Customers accounts at the date of the Incident

Customers

All customers of the Insured who obtain goods or services from the Insured on a credit basis

Rate of Gross Profit

The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Incident

Annual Turnover

The Turnover during the twelve months immediately before the date of the Incident

Standard Turnover

The Turnover during the period in the twelve months immediately before the date of the Incident which corresponds with the Indemnity Period

Under 'Rate of Gross Profit' 'Annual Turnover' and 'Standard Turnover' adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Incident or which would have affected the Business had the Incident not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Incident would have been obtained during the relative period after the Incident

Consequential Loss

The words 'CONSEQUENTIAL LOSS' in capital letters shall mean loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of loss or destruction of or damage insured under Section 1 to property used by the Insured at the Premises for the purpose of the Business

Defined Peril

The words 'Defined Peril' shall mean fire lightning explosion aircraft or other aerial devices or articles dropped therefrom theft riot civil commotion strikers lockedout workers persons taking part in labour disturbances malicious persons earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal

Territorial Limits

Great Britain Northern Ireland the Channel Islands or the Isle of Man

4 Applicable to Section 4 – Public and Products Liability

Products Supplied

- a) Products including containers packaging or instruction sold or supplied
- b) Work or services undertaken including goods or materials used by or on behalf of the Insured in the course of the Business

5 Applicable to Section 4 – Public and Products Liability and Section 5 – Employers Liability

Injury

Bodily injury death disease illness or nervous shock

Offshore

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform

Territorial Limits

- a) Great Britain Northern Ireland the Channel Islands or the Isle of Man other than Offshore
- b) Elsewhere in the world other than Offshore in connection with temporary visits undertaken in the course of the Business by any person normally resident in the territories described in (a) above

6 Applicable to Section 6 – Personal Accident

Insured Person

Any principal partner or director aged 16 to 60 within the Insured's firm

Injury

Accidental bodily injury caused solely and directly by violent external and visible means which is the sole and direct cause of death loss of or loss of use of limbs loss of sight speech or hearing or disablement

This definition includes

- a) exposure to the elements
- b) accidental drowning gassing or poisoning
- c) injury sustained whilst lawfully arresting detaining or attempting or assisting to arrest or detain a criminal or suspected criminal

Permanent Total Disablement

Disablement which is beyond reasonable hope of improvement having lasted for a continuous period of 2 years and preventing the Insured Person from attending to any occupation or paid work

7 Applicable to Section 7 – Goods in Transit

Consignment

All property sent at one time in one or more packages in one load to the same destination

Enclosed Premises

A locked building or compound bounded on each side by a substantial wall fence or similar structure and having a locked gate

One Event

Any one occurrence or series of occurrences attributable to one original cause

Property

Goods and tools belonging to the Insured or for which the Insured is responsible relating to the Business shown in the Schedule except for any goods specifically excluded by this Section

Territorial Limits

Anywhere (including sea crossings) in or between Great Britain Northern Ireland the Channel Islands the Isle of Man and Eire

Vehicle

Motor vehicle articulated vehicle trailer semi-trailer

8 Applicable to Section 8 – Legal Expenses

Acts of Parliament

All Acts of Parliament referred to in this Policy shall include any subsequent amendments re-enactments or regulations and equivalent legislation enforceable within the Territorial Limits

Any One Claim

All claims or legal proceedings consequent upon the same original cause event or circumstance shall be regarded as one claim

Appointed Representative

A consultant solicitor barrister or other appropriately qualified person appointed to act for the Insured

Awards of Compensation

Basic and Compensatory Awards made against the Insured by an Employment Tribunal or settlement thereof subject to the Company's consent but not including Additional Special Protective Awards Interim Relief arrears of pay or any award of damages under the Equal Pay Act or arising out of failure to comply with awards in respect of reinstatement or re-engagement. The Company will not pay any fine award or damages incurred by deliberately avoiding a payment or liability under statutory requirements. The Company will not pay any redundancy payment or any monies due or properly payable arising under or from a contract of employment service agreement or related document or from any related implied or incorporated terms of a contract of service

Company

AXA Insurance UK plc and its appointed agent for this Section Arc Legal Assistance Ltd

Contracting Party

An individual or company with whom the Insured has a direct contractual relationship

Debt

Monies owed to the Insured that have become due and payable

Debt Collection Service

A debt collection service nominated by the Company

Due Date

The date monies owed to the Insured become due and payable

Employee

Any person under a contract of service with the Insured

Legal Advice Line

The legal advisory service provided by the Company on an unrestricted basis to the Insured. If you have a legal or tax issue you can obtain free advice by telephoning 0330 024 5346. Whilst this Policy remains in force the service may be used as often as necessary

Legal Expenses

a) Fees

- i) Legal fees and disbursements reasonably incurred by the Appointed Representative with the consent of the Company
- ii) Costs incurred by other parties insofar as the Insured is held liable in court or tribunal to pay such costs or becomes liable to pay such costs under a settlement the Company has agreed to but excluding any costs the Insured may be ordered to pay by a court of criminal jurisdiction

b) Compensation for Court Attendance

In the event of any director partner or Employee of the Insured attending a hearing at court or tribunal as a witness at the request of the Appointed Representative in respect of a claim to which the Company has consented the Company will provide compensation to the Insured for a loss up to £100 per day and up to £1,000 Any One Claim

Definitions *continued*

Period of Insurance

As specified in the Schedule

Professional Duty

Duty owed by the Insured in respect of which the Insured has or is required to have in force professional indemnity insurance or an equivalent insurance providing indemnity in the event of a negligent act error or omission

Professional Expenses

Any fees expenses and other disbursement reasonably incurred by the Appointed Representative in connection with any claim or proceedings including those incurred by the Company in connection with such claim or proceedings 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

Land and or buildings owned or occupied by the Insured or otherwise for which the Insured is legally responsible

Territorial Limits

Great Britain Northern Ireland the Channel Islands or the Isle of Man

9 Applicable to Section 9 – Terrorism

Consequential Loss

The words 'CONSEQUENTIAL LOSS' in capital letters shall mean loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of loss or destruction of or damage insured under Section 9 to property used by the Insured at the Premises for the purpose of the Business

Damage

The word 'DAMAGE' in capital letters shall mean accidental loss or destruction of or damage to the Property Insured

Section 1 – Buildings and Contents

Property Insured

The values shown on the Schedule represent the Declared Values at risk

Column 1 – Building(s) including landlords fixtures and fittings therein and thereon outbuildings walls gates and fences yards car parks and pavements piping ducting cables wires and associated control gear and accessories on the premises and extending to the public mains but only to the extent of the Insured's responsibility

Column 2 – Contents therein and thereon the property of the Insured or held by them in trust for which they are responsible excluding landlords fixtures and fittings and stock and materials in trade and vehicles licensed for road use (and accessories thereon)

Column 3 – Stock and materials in trade therein and thereon the property of the Insured or held by them in trust for which they are responsible

Column 4 – Miscellaneous as specified in the column description

The Cover

The Company agrees that if any of the Property Insured described in the Schedule be accidentally lost destroyed or damaged the Company will settle claims in accordance with the undernoted Basis of Claims Settlement

Basis of Claims Settlement

- 1 Claims for the total loss or destruction of Contents (except Stock goods in trust Employees' effects and pedal cycles) will be settled on the basis of replacement of property similar to but no better or more extensive than the Contents when new (subject to the terms definitions exclusions and conditions of the policy)
- 2 Claims for partial loss destruction or damage to Contents (except Stock goods in trust Employees' effects and pedal cycles) will be settled on the basis of restoration to a condition no better or more extensive than the condition of the Contents when new

- 3 Claims for computer systems records documents manuscripts business books and data carrying materials will be settled on the basis of the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained in them
- 4 Claims for loss destruction or damage to Buildings will be settled on the basis of rebuilding or replacement of destroyed property or the repair or restoration of the damaged portion of the property in each case in a condition equal to but not better or more extensive than its condition when new provided that
 - a) the Buildings are maintained in good repair
 - b) no payment beyond the amount which would have been payable under this Section if this provision had not been incorporated therein shall be made until the cost of reinstatement has actually been incurred
- 5 Claims for Stock and all other property will be settled on the basis of its value at the time of loss or destruction with adjustment for wear and tear
provided the liability of the Company under this Section shall not exceed in respect of any one event
 - a) £3,000,000 in respect of Buildings
 - b) £2,000,000 in respect of Contents and Stock and Miscellaneous items specified in the ScheduleAll claims will be settled without deduction in respect of any increases in the Declared Value at risk between the Cover Date and the time of the DAMAGE
provided that
 - a) the Declared Value at the Cover Date is not less than the cost of reinstatement at the Cover Date
 - b) a revised Declared Value is provided to the Company annually at renewal

Section 1 – Buildings and Contents *continued*

- c) the Insured complies with Policy Condition 7 Confirmation of Values at Risk

otherwise the liability of the Company for any loss is limited to the proportion of the loss that the Declared Value at the Cover Date bears to the cost of reinstatement at the Cover Date

Architects Surveyors Legal and Consulting Engineers Fees

The insurance by each item under Columns 1 and 2 includes an amount in respect of architects surveyors legal and consulting engineers fees necessarily incurred in the reinstatement or repair of the Property Insured consequent upon its DAMAGE but not for preparing any claim it being understood that the amount payable under the item shall not exceed in total the limits stated in the Basis of Claims Settlement

Acquisitions

The Insured shall inform the Company as soon as practicable of any additional premises they acquire

Change of Tenancy

The Insured must advise the Company of all changes in tenancy or occupation within the Premises in accordance with Condition 1 of this Policy

Construction of Buildings

Except as otherwise stated the Buildings described in the Schedule are of Standard Construction

Contents

It is agreed that the term 'Contents' is understood to include insofar as they are not otherwise insured

- a) documents manuscripts business books and computer systems records
- b) wines and spirits for an amount not exceeding £1,000

- c) patterns models moulds plans and designs for an amount not exceeding the cost of the labour and materials expended in reinstatement
- d) contents of outbuildings
- e) contents of open yards
- f) tenants improvements alterations and decorations
- g) directors partners customers visitors and Employees personal effects of every description (other than motor vehicles) for an amount not exceeding £500 in respect of any one person

Contract Price

In respect only of goods sold but not delivered for which the Insured are responsible subject to a sale contract which following DAMAGE is cancelled by reason of its conditions wholly or to the extent of the DAMAGE the liability of the Company shall be based on the contract price

For the purpose of this insurance the value of all goods to which this clause could apply in the event of DAMAGE shall also be ascertained on this basis

Designation

For the purposes of determining where necessary the heading under which any property is insured the Company agrees to accept the designation under which such property has been entered in the Insured's books

Empty Buildings

- a) Whenever the Premises stated in the schedule are Empty special terms and conditions will apply
 - i) see the Empty Buildings Warranty
 - ii) see Exclusion 15 applicable to Section 1 Buildings and Contents
- b) The Company must be notified in writing immediately any Empty Building or Empty portion of a Building insured hereby becomes occupied or any occupied building becomes Empty and a suitable extra premium paid if required

Empty Buildings Warranty

It is warranted that whenever the Premises are Empty

- a) the Insured shall notify the Company immediately they become aware
 - i) that the Building(s) are Empty
 - ii) of any DAMAGE to the Empty Building(s) whether such loss destruction or damage is insured or not
- b) the Buildings are inspected internally and externally at least once during each week by or on behalf of the Insured
- c) all trade refuse and waste materials are removed from the interior of the Premises and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by the Insured
- d) the Insured shall secure the Buildings and rectify any defects which render the Buildings insecure
- e) the gas water and electricity supplies are turned off at the mains (except electricity needed to maintain any fire or intruder alarm system in operation)

European Community and Public Authorities (Including Undamaged Property)

Subject to the following special conditions the insurance by Columns 1 and 2 of this Section extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of

- a) European Community Legislation
- or
- b) Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-laws of any Public Authority
- (hereafter referred to as 'Stipulations') in respect of
- i) the lost destroyed or damaged property thereby insured
 - ii) undamaged portions thereof

Excluding

- a) the cost incurred in complying with the Stipulations
 - i) in respect of DAMAGE occurring prior to the inception of this Policy
 - ii) in respect of DAMAGE not insured by the Policy
 - iii) under which notice has been served upon the Insured prior to the happening of the DAMAGE
 - iv) for which there is an existing requirement which has to be implemented within a given period
 - v) in respect of property entirely undamaged by any peril hereby insured against
- b) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations

Special Conditions

- 1 The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the DAMAGE or within such further time as the Company may allow (during the said twelve months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the Company under this clause not being thereby increased
- 2 If the liability of the Company under (any item of) this Section apart from this clause shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under the clause (in respect of any such item) shall be reduced in like proportion
- 3 The total amount recoverable under (any item of) this Section in respect of this clause shall not exceed

Section 1 – Buildings and Contents *continued*

- a) £250,000 in respect of the lost destroyed or damaged property
 - b) £250,000 in respect of undamaged portions of property (other than foundations)
- 4 All the terms and conditions of the Policy except insofar as they are varied hereby shall apply as if they had been incorporated herein

Exhibitions

The insurance by Column 3 extends to cover the property described thereby for a period not exceeding 15 days whilst at any exhibition within the Territorial Limits

The liability of the Company under this clause shall not exceed £50,000

Fire Break Doors and Shutters

It is warranted that all fire break doors and shutters be kept closed except during working hours and be maintained in efficient working order

Fire Extinguishing Appliances

It is warranted that all fire extinguishing appliances will be maintained in efficient working order during the currency of the insurance

Glass Breakage

The Company will at their option pay for or make good to the Insured any breakage or malicious scratching of internal or external fixed glass being the property of the Insured for which they are responsible at the Premises occurring during the period of insurance and being in sound condition at the inception of this Policy

The Company will in addition pay for the cost of

- a) breakage of fixed sanitary ware
- b) boarding up and repair to associated framework reasonably incurred as a result of an insured breakage The Insured may without prior consent of the Company instruct builders or glaziers to board up where necessary

- c) repair or replacement of lettering alarm foil or other ornamentation work on glass provided that the Company's maximum liability for any one loss shall not exceed £500
- d) repair or replacement of fixed mirrors provided that the Company's maximum liability for any one loss shall not exceed £500
- e) removal or replacement of fixtures and fittings which may be necessary in connection with the replacement of the glass provided that the Company's maximum liability for any one loss shall not exceed £500

excluding any breakage more specifically insured by or on behalf of the Insured

Inflation Protection

The Company will adjust the Declared Value in line with suitable indices of costs and the renewal premium for this Policy will be based on the adjusted figure

Damage to Landscaped Gardens

The Company will pay the cost of restoring any DAMAGE done to landscaped gardens for which the Insured is responsible by the Emergency Services in attending the Premises as a result of a Defined Peril

Loss of Money

The Company will indemnify the Insured in respect of loss from any cause of Money held in connection with the Business

- a) while in transit within the Territorial Limits or in a bank safe up to a maximum amount of £5,000 for any one loss
- b) while at the residence of any principal or authorised Employee of the Insured up to a maximum amount of £500 for any one loss
- c) from the Premises up to a maximum amount of £5,000 for any one loss

provided always that when the Premises are closed to business

- i) liability for Money not contained in a locked safe is limited to £500

Section 1 – Buildings and Contents *continued*

- ii) liability for Money in a locked safe is limited to £2,500
- iii) keys and/or combination codes to safes are not left in the Premises unless the Premises are still attended by the Insured or any authorised Employee in which case such keys and/or combination codes shall be deposited in a secure place not in the vicinity of any safe

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

- a) the Money will be accompanied by not less than two responsible adult persons
- b) not more than £2,500 will be carried by any one person
- c) all notes will be carried on the person and coins will be carried in a bag

Notwithstanding the limits referred to above the limit any one loss of crossed cheques crossed postal orders crossed money orders crossed bankers drafts National Savings Certificates credit company sales vouchers or receipts National Insurance Stamps affixed to cards and VAT purchase receipts shall be unlimited in amount

Excluding

- a) loss arising from fraud or dishonesty of the Insured's Employees unless such loss be discovered within fourteen clear working days of the occurrence
- b) loss due to clerical or accounting errors
- c) loss from unattended motor vehicles

Loss of Metered Water

The Company will indemnify the Insured in respect of loss of metered water consumed as a direct result of DAMAGE up to a maximum of £10,000 any one loss

Mortgagees

The act or neglect of any mortgagor or occupier of any building hereby insured whereby the risk of DAMAGE is increased without the authority or knowledge of any mortgagees shall not prejudice the interest of the latter party (or parties) in this insurance provided they shall notify the Company immediately on becoming

aware of such increased risk and pay additional premium if required

Non Invalidation

This insurance shall not be invalidated by any act or omission or by an alteration whereby the risk of DAMAGE is increased unknown to or beyond the control of the Insured provided that the Insured immediately they become aware thereof shall give notice to the Company and pay an additional premium if required

Personal Accident – Assault

If the Insured or any Employee of the Insured within the age limits 16 to 70 years shall suffer bodily injury caused solely and directly as a result of robbery or any attempt thereat in the course of the Business the Company will pay compensation on the basis of the following Table of Compensation

Table of Compensation		
1	Death*	£25,000
2	Total loss or permanent and total loss of use of one or more limbs*	£25,000
3	Total and irrecoverable loss of all sight in one or both eyes*	£25,000
4	For any period up to a maximum of 2 years of total disablement from engaging in usual occupation	£100 per week (payable monthly)
* Occurring within 2 years of sustaining the bodily injury		

provided that

- a) Compensation will not be payable under more than one of the above items in the Table of Compensation for the same injury
- b) no further liability will attach to the Company for bodily injury arising from or influenced by any existing physical defect or infirmity or the medical condition of any person entitled to compensation hereunder or resulting from pregnancy or childbirth

Section 1 – Buildings and Contents *continued*

- c) compensation will not be payable under more than one Section of this Policy in respect of the same injury

The insurance is extended to pay for damage to cash carrying devices or clothing and personal effects belonging to the Insured or any Employee of the Insured up to a limit of £500 in respect of any one person

Reinstatement of Sum Insured

In the event of loss the limits stated in the Basis of Claims Settlement will be automatically reinstated from the date of the loss unless written notice is given to the contrary either by the Company or by the Insured and the Insured shall undertake to pay such necessary premiums as may be required for such reinstatement from that date

Removal of Debris

The insurance by each item of this Section extends to include costs and expenses necessarily incurred by the Insured with the consent of the Company in

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up or propping of the portions of the property insured

as a result of DAMAGE hereby insured against excluding any costs or expenses

- i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
- ii) arising from pollution or contamination of property not insured by this Section

The liability of the Company in respect of any item shall in no case exceed the limits stated in the Basis of Claims Settlement

Repairs and Alterations

Tradesmen may be employed to effect repairs or minor structural alterations in all or any of the Buildings insured without prejudice to the insurance hereby

Sale of Property Insured

If at the time of DAMAGE the Insured shall have contracted to sell their interest in any Building hereby insured and the purchase shall not have been but shall be thereafter completed the purchaser on completion of the purchase (if and so far as the property is not otherwise insured against such DAMAGE by them or on their behalf) shall be entitled to the benefit under this Section without prejudice to the rights and liabilities of the Insured or the Company until completion

Subrogation Waiver

In the event of a claim arising under this Section the Company agrees to waive any rights remedies or relief to which they might have become entitled by subrogation against

- a) any Company standing in relation of parent to subsidiary (subsidiary to parent) to the Insured as defined in the Companies Act or the Companies (NI) Order as appropriate current at the time of DAMAGE
- b) any Company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary in each case within the meaning of the Companies Act or the Companies (NI) Order as appropriate current at the time of DAMAGE

Temporary Removal

- a) The Property insured by this Section (other than Stock if insured) is covered whilst temporarily removed for cleaning renovation repair or similar purposes elsewhere and in transit thereto and therefrom all in the Territorial Limits
- b) The liability of the Company under this clause in respect of each item of this Section for any DAMAGE occurring elsewhere than at the Premises shall not exceed £50,000
- c) This clause does not apply to property insofar as it is otherwise insured
- d) This clause does not apply to property temporarily removed to motor vehicles and motor chassis licensed for normal road use
- e) All the terms and conditions of the Policy except insofar as they are varied hereby shall apply as if they had been incorporated herein

Temporary Removal of Documents

- a) The insurance of deeds and other documents (including stamps thereon) manuscripts plans and writings of every description computer systems records and books (written and printed) extends to cover such property for an amount not exceeding £5,000 whilst temporarily removed to any premises not in the Insured's occupation and in transit thereto and therefrom all in the Territorial Limits
- b) This clause does not apply to property insofar as it is otherwise insured

Theft Damage to Buildings

Where there is no building insurance under this Section the Company will pay for loss or damage (except for fire) to that part of the Premises referred to in the Schedule containing the property insured under this Section directly resulting from theft or attempted theft provided always that the Insured is the owner of such premises or is legally liable for such damage

The Company's maximum liability for any loss shall not exceed £25,000

Theft of Keys

The Company will pay the reasonable costs necessarily incurred in replacing external door locks at the property insured following the loss of keys by

- a) theft from the Premises or registered office or from the home of
- b) theft following hold-up whilst such keys are in the personal custody of

the Insured or any principal director partner or Employee authorised to hold such keys

provided that the maximum amount payable in any one period of insurance shall not exceed

- i) £1,000 in respect of any one Premises
- ii) £25,000 in aggregate

Trace and Access

The Company will pay the reasonable costs necessarily incurred by the Insured in locating the source and subsequent making good of DAMAGE resulting from

- a) the escape of water from any tank apparatus or pipe
- b) accidental damage to cables underground pipes and drains serving the Premises

Section 2 - Business Interruption

The Cover

The Company agrees that in the event of CONSEQUENTIAL LOSS the Company will pay to the Insured in respect of each item in the Schedule the amount of loss resulting from such interruption or interference provided that

- a) at the time of the happening of the loss destruction or damage there shall be in force an insurance covering the interest of the Insured in the property at the Premises against such loss destruction or damage and that
 - i) payment shall have been made or liability admitted therefor
- or
- ii) payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

Basis of Claims Settlement

- 1 The insurance is limited to loss of Gross Profit due to
 - a) reduction in Turnover and
 - b) increase in cost of workingand the amount payable as indemnity thereunder shall be
 - a) in respect of a reduction in Turnover: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall fall short of the Standard Turnover in consequence of the Incident
 - b) in respect of increase in cost of working: the additional expenditure (subject to the provisions of the Uninsured Working Expenses Clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Incident but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

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

- 2 The liability of the Company under this Section shall not exceed £2,000,000

Accounts Receivable

The Company agrees that if any of the Insured's books of account or other business books or records at the Premises be so destroyed or damaged as to render it impossible for the Insured to obtain from Customers all sums due to them and outstanding at the date of the Incident then the Company will pay to the Insured the amount they may be entitled to recover in accordance with the undernoted provisions

The insurance under this Clause is limited to

- a) loss of Accounts Receivable and
 - b) Additional Expenditure
- and the amount payable as indemnity thereunder shall be
- a) in respect of loss of Accounts Receivable: the difference solely due to the Incident between the amount of the Accounts Receivable at the date of the Incident and the total amount received in payment of them during the twelve months after the Incident
 - b) in respect of additional expenditure: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Accounts Receivable which but for that expenditure would have occurred in consequence of the Incident but not exceeding the amount which would otherwise have been payable under a) above

provided that the liability of the Company in respect of any one loss shall not exceed the sum insured shown in the Schedule

Alternative Trading

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on the Insured's behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period

Reinstatement of Sum Insured

In the event of loss the limit shown in the Basis of Claims Settlement and the sum insured in respect of Accounts Receivable will be automatically reinstated from the date of the loss unless written notice is given to the contrary either by the Company or by the Insured and the Insured undertake to pay such necessary premiums as may be required for such reinstatement from that date

Customers

This Section includes loss as insured by this Section resulting from interruption or interference with the Business in consequence of an Incident at the premises of any of the Insured's customers in the Territorial Limits provided that

- a) the term 'customers' means the companies organisations or individuals with whom at the time of the Incident the Insured has contracts or trading relationships to supply goods or services
- b) after the application of all other terms conditions and provisions of the Policy the liability of the Company in respect of any one occurrence shall not exceed £100,000

Duplicate Records

It is a condition precedent to liability in respect of CONSEQUENTIAL LOSS caused by erasure loss destruction or corruption of information on computer systems and or other records programs or software insofar as they are insured by this Section that the Insured shall

- a) keep a copy of such information in a fire resisting safe or fire resisting cabinet or stored at alternative premises

- b) update copies of information on a regular basis

Essential Employees

This Section shall extend to include loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises following loss of an employee from the service of the Insured as a result of

- a) i) death of such Employee
- ii) bodily injury which in the opinion of the Company's Medical Officer will in all likelihood prevent such Employee from carrying out their usual employment or usual occupation for the remainder of their life caused solely and directly by violent accidental external and physical means not otherwise excluded by the terms of Section 6 (Personal Accident)
- b) such Employee winning a prize on the National Lottery Premium Bonds or Football Pools providing their win exceeds £100,000 but excluding losses where the Employee
- a) has been employed by the Insured for a period of less than 12 months
- b) has served notice or has been served notice of termination of their employment prior to the incident
- c) has been absent from work through sickness disability or suspension for a period exceeding 4 weeks at the time of the incident

The Insurance by this extension shall only apply for the period beginning with the death or permanent total disablement or lottery win premium bond win or football pools win and lasting no longer than three months thereafter

Failure of Public Supply

This Section includes loss as insured by this Section resulting from interruption or interference with the Business in consequence of loss destruction or damage to property at any

- a) generating station or sub station of the public electricity supply undertaking
- b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith

Section 2 – Business Interruption *continued*

- c) water works and pumping stations of the public water supply undertaking
- d) land based premises of the public telecommunications undertaking

from which the Insured obtains electricity gas water or telecommunications services within the Territorial Limits which shall be deemed to be an Incident

provided that after the application of all other terms conditions and provisions of the Policy the liability of the Company in respect of any one occurrence shall not exceed the limit set out in the Basis of Claims Settlement

Indexation

The Company will adjust the your estimated Gross Profit figure in line with suitable indices of costs and the renewal premium for the Policy will be based on the adjusted figure

Murder Suicide or Disease

The Company shall indemnify the Insured in respect of interruption of or interference with the Business during the Indemnity Period following

- a) any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition) an outbreak of which the local authority has stipulated shall be notified to them manifested by any person whilst in the Premises or within a 25 mile radius of it
- b) murder or suicide at the Premises
- c) injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the Premises
- d) vermin or pests at the Premises
- e) the closing of the whole or part of the Premises by order of a competent public authority consequent upon defect in the drains or other sanitary arrangements at the Premises

The insurance by this extension shall only apply for the period beginning with the occurrence of the loss and ending not later than three months

thereafter during which the results of the Business shall be affected

New Business

For the purpose of any claim arising from an Incident occurring before the completion of the first years trading of the Business at the Premises Definitions 'Rate of Gross Profit' 'Annual Turnover' and 'Standard Turnover' shall bear the following meanings and not as within stated

Rate of Gross Profit

The Rate of Gross Profit earned on the Turnover during the period between the date of the commencement of the Business and the date of the Incident

Annual Turnover

The proportional equivalent for a period of twelve months of the Turnover realised during the period between the commencement of the Business and the date of the Incident

Standard Turnover

The proportional equivalent for a period equal to the Indemnity Period of the Turnover realised during the period between the commencement of the Business and the date of the Incident

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

Prevention of Access

Subject to the terms and conditions of this Section loss resulting from interruption of or interference with the Business in consequence of loss destruction of or damage to property in the vicinity of the Premises loss or destruction of or damage to which shall prevent or hinder the use of the Premises or access thereto whether the Premises or property of the Insured therein shall be damaged or not (but excluding loss or destruction of or damage to property of any supply undertaking from which the Insured obtains electricity gas water or telecommunications services which prevents or hinders the supply of such services) shall be deemed to be an Incident

Professional Accountants

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Company under Policy Condition 5(c) for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates

The Company will pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by the Company under Policy Condition 5(c) and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents provided that the sum of the amount payable under this clause and the amount otherwise payable under the Section shall in no case exceed the limit shown in the Basis of Claims Settlement

Suppliers

This Section includes loss as insured by this Section resulting from interruption or interference with the Business in consequence of loss destruction or damage at the premises of any of the Insured's suppliers manufacturers or processors of components goods or materials

all in the Territorial Limits which shall be deemed to be an Incident but excluding the premises of any supply undertaking from which the Insured obtains electricity gas water or telecommunication services

provided that after the application of all other terms conditions and provisions of the Policy the liability of the Company in respect of any one occurrence shall not exceed £100,000

Uninsured Working Expenses

If any working expenses of the Business be not insured by this Section (having been deducted in arriving at the Gross Profit as defined herein) then in computing the amount recoverable hereunder as an increase in cost of working that proportion only of any additional expenditure shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and the Uninsured Working Expenses

Value Added Tax

To the extent that the Insured are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax

Section 3 – Selected All Risks

Only applicable if the Section is shown as operative in the Schedule

Indemnity

The Company shall indemnify the Insured against loss or damage to any of the property shown in the Schedule by any accident or misfortune of a fortuitous nature occurring anywhere in Europe for an amount in respect of

- a) property lost or stolen – such sum as shall be equal to the replacement value of the property at the time of the loss
- b) damage to property – such sum as shall be sufficient to make good the damage

Limit of Liability

The maximum amount payable under any item is the sum insured shown in the Schedule adjusted in accordance with the Inflation Protection Clause if applicable

Average

If at the time of any loss or damage the value of the property insured under any item is greater than its sum insured the Insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly

Basis of Claims Settlement

The basis of claims settlement is the cost of repair or the current replacement value without deduction for wear and tear provided that all necessary repairs or replacements are carried out without delay

Inflation Protection

The Company will adjust the sum insured in line with suitable indices of costs and the renewal premium for the Policy will be based on the adjusted sum insured

Section 4 – Public and Products Liability

Part 1 – Public Liability

Indemnity

The Company will indemnify the Insured against all sums that the Insured shall become legally liable to pay as damages and costs and expenses of claimants in respect of accidental

- a) Injury to any person
- b) loss of or damage to material property
- c) obstruction, trespass, nuisance or interference with any right of way air light or water or other easement
- d) wrongful arrest detention imprisonment or eviction of any person or invasion of the right of privacy

occurring within the Territorial Limits during the period of insurance and happening in connection with the Business

Limit of Indemnity

The liability of the Company for all damages payable to any claimant or number of claimants as a result of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the amount stated in the Schedule for any one event

Costs

The Company will in addition

pay all other costs and expenses incurred with its written consent in respect of any claim which may be the subject of indemnity under this Part

pay solicitors fees incurred with its written consent for

- a) defence in any Court of Summary Jurisdiction of any proceedings brought against the Insured in respect of breach or alleged breach of any statutory duty resulting in Injury
- b) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death

which may be the subject of indemnity under this Part

indemnify the Insured and at the request of the Insured any director or Employee in respect of legal costs and expenses incurred with the Company's written consent and costs awarded against the Insured or director or Employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the period of insurance under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man

providing that

- a) the proceedings relate to the health safety or welfare of persons other than Employees
- b) the Company will not indemnify the Insured in respect of
 - i) fines or penalties
 - ii) costs and expenses insured by any other policy

Part 2 – Products Liability

Indemnity

The Company will indemnify the Insured against all sums that the Insured shall become legally liable to pay as damages and costs and expenses of claimants in respect of accidental

- a) Injury to any person
 - b) loss of or damage to material property
- occurring anywhere in the world during the period of insurance and caused by any Products Supplied

Limit of Indemnity

The liability of the Company for all damages payable as a result of all occurrences during any one period of insurance shall not exceed the amount stated in the Schedule for any one period of insurance

Costs

The Company will in addition

pay all other costs and expenses incurred with its written consent in respect of any claim which may be the subject of indemnity under this Part

pay solicitors fees incurred with its written consent for

- a) defence in any Court of Summary Jurisdiction of any proceedings brought against the Insured in respect of breach or alleged breach of any statutory duty resulting in Injury
- b) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death

which may be the subject of indemnity under this Part

indemnify the Insured in respect of legal costs and expenses incurred with the Company's written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of the Consumer Protection Act 1987

provided that

- a) the proceedings relate to an offence alleged to have been committed in the course of the Business during the period of insurance
- b) the Company will not indemnify the Insured in respect of
 - i) fines or penalties
 - ii) costs and expenses insured by any other policy

Additional Persons Insured

- a) In the event of the death of any person entitled to indemnity under this Section the Company will indemnify in the terms of this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- b) At the request of the Insured the Company will indemnify in the terms of this Section
 - i) any principal in respect of liability arising out of the performance by the Insured of any agreement entered into by the Insured with the principal to the extent required by such agreement

- ii) any director of the Insured or Employee in respect of liability arising in connection with the Business

provided that the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured

- iii) any officer committee or member of the Insured's canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
- iv) any director or senior official of the Insured in respect of private work undertaken by any Employee for such director or senior official

provided that

- a) each such person shall as though they were the Insured observe and be subject to the terms of this Section insofar as they can apply
- b) the Company shall retain the sole conduct and control of all claims
- c) where the Company is required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not exceed the Limit of Indemnity

Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- a) any director or partner of the Insured – £100
- b) any Employee – £50

Contingent Motor Liability

Notwithstanding Exclusion 1(b) the Company will indemnify the Insured in the terms of Part 1 against legal liability in respect of Injury loss or damage arising out of the use in connection with the Business of any motor vehicle not owned or provided by the Insured

Section 4 – Public and Products Liability *continued*

The indemnity will not apply to legal liability

- a) in respect of loss of or damage to any such vehicle or to goods conveyed therein or thereon
- b) in respect of Injury loss of or damage arising while such vehicle is being
 - i) driven by the Insured
 - ii) driven with the general consent of the Insured or of their representative by any person who to the knowledge of the Insured or their representative does not hold a licence to drive a vehicle unless such person has held and is not disqualified from holding such a licence
 - iii) used elsewhere than in Great Britain Northern Ireland the Channel Islands or the Isle of Man
 - iv) engaged in racing pacemaking reliability trials or speed testing
- c) in respect of which the Insured is entitled to indemnity under any other insurance

Cross Liabilities

This Section shall apply separately to each person named in the Schedule as if a separate policy had been issued to each provided that if the Company are required to indemnify more than one party in respect of any occurrence the liability of the Company shall not in the aggregate exceed the Limit of Indemnity

Data Protection Act 1998 Extension

The Company will indemnify the Insured in respect of liability arising under the Data Protection Act 1998 to pay compensation for damages or distress

provided that

- a) the process of registration under the above Act has been commenced or completed by the Insured and the application has not been refused or withdrawn
- b) no liability arises as a result of the provision by the Insured of the services of a Data Processor

The Company shall not be liable in respect of

- a) the recording or provision of Data for reward or for determining the financial status of any person
- b) any liability which arises as a result of a deliberate act or omission of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission

The total liability of the Company including all costs and expenses in respect shall not exceed £250,000 during any one period of insurance

For the purposes of this extension the phrases or words Data Processor and Data shall carry the same meaning as defined under the Data Protection Act 1998

Defective Premises Act

The Company will indemnify the Insured in respect of Injury or loss of or damage to Property which the Insured may incur as owner by virtue of the Defective Premises Act 1972 in connection with any premises which have been disposed of by the Insured and which prior to disposal were occupied by the Insured in connection with the Business

Provided that the Company shall not be liable for

- a) any liability for which the Insured is entitled to indemnity under any other policy of insurance
- b) Injury or loss or damage happening prior to such disposal
- c) the cost of repairing replacing or reinstating any defect giving rise to such claim or for the rectification of faulty workmanship

Discharge of Liability

The Company may pay the Limit of Indemnity or any lesser amount for which any claim or claims against the Insured can be settled and the Company shall be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment

Overseas Personal Liability

The Company will indemnify the Insured and if the Insured so request any director or partner of the Insured or any employee or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business

The indemnity will not apply to legal liability

- a) arising out of the ownership or occupation of land or buildings
- b) in respect of which any person referred to above is entitled to indemnity under any other insurance

USA and Canada

Insofar as this Section applies to legal liability arising in the United States of America or Canada or if an action for damages is commenced therein or in any subsequent action in connection therewith is brought elsewhere in the world

- a) the liability of the Company in respect of all damages payable together with the costs and expenses of claimants and any other costs and expenses incurred with the Company's written consent shall not exceed the Limit of Indemnity
- b) the indemnity will not apply in respect of punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages or by way of fines or penalties

Rented Premises

Exclusion 4b) on Page 50 shall not apply to premises leased let rented hired or lent to the Insured provided that the indemnity will not apply to legal liability in respect of

- a) loss or damage arising under agreement unless liability would have attached to the Insured in the absence of such agreement

- b) loss of or damage to premises caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by or on behalf of the Insured
- c) the first £500.00 of each and every occurrence of loss or damage caused otherwise than by fire or explosion

Fire Precautions

It is a condition precedent to liability under this Section that in respect of use away from the Insured's premises of blow lamps blow torches flame guns hot air guns electric oxy-acetylene or other welding or cutting equipment and angle grinders (in circumstances where sparks are emitted) the undernoted precautions will be complied with on each occasion

Blow Lamps Blow Torches Flame Guns and Hot Air Guns

- a) the area in which work is to be carried out to be examined and combustible property within the vicinity of the work either removed or as far as practicable covered by non-combustible materials
- b) suitable fire extinguishing appliances to be kept available for immediate use at the point of work or as near as is practicable
- c) blow lamps blow torches and flame guns not to be lighted until required for use and extinguished immediately after use
- d) lighted blow lamps blow torches and flame guns not to be left unattended
- e) hot air guns to be switched off when unattended
- f) upon completion of each period of work a thorough fire safety check to be made of the vicinity of the work. The fire safety check to be undertaken at regular intervals for a period of at least one hour after completion

Electric Oxy-Acetylene or other Welding or Cutting Equipment and Angle Grinders

- a) the area in which the work is to be carried out including adjoining shafts or openings and the area on the other side of any wall or partition to be inspected to see whether any combustible property other than the property to be worked upon is in danger of ignition either directly or by conduction of heat
- b) all combustible property to be removed to a distance of not less than 6 metres from the point of work and property which cannot be moved to be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection
- c) the Insured shall arrange for a person who is competent in the use of fire extinguishing appliances to work in conjunction with the operative using the equipment to act as a fire watcher and to remain in attendance at all times until lighted flame equipment is extinguished
- d) suitable fire extinguishing appliances to be made available for immediate use at the point of work
- e) gas cylinders not in use to be kept outside the building in which the work is taking place where practicable but in any event at least 15 metres from the point of application of the heat
- f) upon completion of each period of work a thorough fire safety check to be made of all areas referred to in paragraph(a) above

The fire safety check to be undertaken at regular intervals for a period of at least one hour after completion

Section 5 - Employers Liability

Indemnity

The Company will indemnify the Insured against all sums that the Insured shall become legally liable to pay as damages together with costs and expenses shown below in respect of Injury sustained within the Territorial Limits during the period of insurance by any Employee arising out of their employment by the Insured in the course of the Business

Limit of Indemnity

The liability of the Company under this Section for damages costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured arising out of one event shall not exceed the amount stated in the Schedule

Costs and expenses shall be deemed to mean

- a) costs and expenses of claimants for which the Insured is legally liable
- b) other costs and expenses incurred with the Company's written consent in respect of any claim which may be the subject of indemnity under this Section
- c) solicitors fees incurred with the Company's written consent for
 - i) defence in any Court of Summary Jurisdiction of any proceedings brought against the Insured in respect of breach or alleged breach of any statutory duty resulting in Injury
 - ii) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death which may be the subject of indemnity under this Section
- d) legal costs and expenses incurred by the Insured and at the request of the Insured any director or Employee with the Company's written consent and costs awarded against the Insured or director or Employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the period of insurance under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that

- i) the proceedings relate to the health safety or welfare of Employees
- ii) the Company will not indemnify the Insured in respect of
 - a) fines or penalties
 - b) costs and expenses insured by any other policy

Additional Persons Insured

- a) In the event of the death of any person entitled to indemnity under this Section the Company will indemnify in the terms of this Section the deceaseds legal personal representatives but only in respect of liability incurred by such deceased person
- b) At the request of the Insured the Company will indemnify in the terms of this Section
 - i) any principal in respect of liability arising out of the performance by the Insured of any agreement entered into by the Insured with the principal to the extent required by such agreement
 - ii) any director of the Insured or Employee in respect of liability arising in connection with the Businessprovided that the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured
- iii) any officer committee or member of the Insured's canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
- iv) any director or senior official of the Insured in respect of private work undertaken by any Employee for such director or senior official

provided that

- a) each person shall as though they were the Insured observe fulfil and be subject to the terms of this Section insofar as they can apply
- b) the Company shall retain the sole conduct and control of all claims

Compensation for Court Attendance

In the event of the undermentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- a) any director or partner of the Insured – £100
- b) any Employee – £50

Right of Recovery

This Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain Northern Ireland the Channel Islands or the Isle of Man but the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law

Unsatisfied Court Judgments

In the event of Injury to an Employee sustained during the period of insurance and arising out of their employment by the Insured in the course of the Business which results in a judgment for damages being obtained by such Employee or their personal representatives and which remains unsatisfied in whole or in part six months after the date of such judgment the Company will at the request of the Insured pay to the Employee or their representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that

- a) the judgment for damages is obtained
 - i) in a court of law within Great Britain Northern Ireland the Channel Islands or the Isle of Man
 - ii) against a company partnership or individual other than the Insured conducting a business at or from premises within the territories described in (a) (i) above
- b) there is no appeal outstanding

- c) the judgement relates to Injury which would otherwise be within the terms of the Policy
- d) if any payment is made under the terms of this clause the Employee or the personal representative of the Employee shall assign the judgment to the Company

Section 6 – Personal Accident

Indemnity

The Company agrees to pay compensation to the Insured Person on the basis of and in accordance with the terms of this Section and the Table of Compensation in respect of Injury sustained during the period of insurance provided that

- a) compensation will not be payable under more than one of the above items for the same Injury
- b) compensation will not be payable under more than one Section of this Policy in respect of the same Injury

Compensation		
1	Death occurring within 2 years of the event giving rise to Injury	£10,000
2	Total Loss or permanent total loss of use of one or more limbs*	£5,000
3	Total and irrecoverable loss of a) all sight in one or both eyes* b) speech or c) hearing	£5,000
4	Permanent Total Disablement (other than specified in 2-3 above)	£5,000

Section 7 - Goods in Transit

Only applicable if the Section is shown as operative in the Schedule

Indemnity

The Company agrees subject to the terms contained herein or endorsed hereon to indemnify the Insured against loss of or damage to Property in transit to destinations within the Territorial Limits whilst being carried by Vehicles operated by the Insured hauliers rail or post

Cover commences when the Property is lifted immediately prior to despatch or loading and continues until arrival at destination including unloading

Cover includes temporary housing in the course of transit whether on or off the means of conveyance and does not include temporary housing of Property unloaded from a Vehicle at any premises owned or rented by the Insured

Cover includes incoming supplies and Property consigned to the Insured from addresses within the Territorial Limits if it is the Insured's responsibility

Expenses

The Company will pay expenses reasonably incurred for which the Insured is responsible in

- a) the removal of debris and site clearance of Property damaged whilst in transit from the immediate area of the site where the damage occurred
- b) transferring Property to any other Vehicle following fire collision overturning or impact of the conveying Vehicle including carrying the Property to original destination or to place of collection
- c) reloading onto the Vehicle any Property which has fallen from the Vehicle
- d) resecuring the Property where there is dangerous movement of the load in transit

Personal Effects

In the event of the payment of a claim under this Section for Property the Company will pay up to £100 for loss of or damage to drivers personal effects (excluding wear and tear) whilst they are in Vehicles operated by the Insured but the Company will not pay for audio/visual/telecommunications equipment or clothing watches and jewellery whilst being worn

Reinstatement of Sum Insured

The Company will automatically reinstate the Vehicle limits shown in this Section from the date of any loss unless written notice to the contrary is given by the Company

The Insured may be required to pay extra premium and if the loss has resulted from theft the Company may require the Insured to fit additional protective devices to the Vehicle

Ropes and Sheets

The Company will pay for loss or damage (excluding wear and tear) to tarpaulins sheets trailer curtains ropes chains webbing straps and packing materials which belong to the Insured or for which the Insured is responsible whilst carried on any Vehicle operated by the Insured

Limitations and Requirements

- a) The Company will not pay for loss or damage to Property during any erection dismantling or installation
- b) If the Insured's Vehicles are left unattended all doors and the boot must be securely locked and windows and other openings securely closed

This Section does not cover theft or attempted theft from any unattended Vehicle unless there are outward signs of forced entry to the Vehicle

- c) This Section does not cover theft or attempted theft from any unattended Vehicle between 9 pm and 6 am unless it is secured at all points of access and is garaged within Enclosed Premises which are securely locked or have a watchman in constant attendance

Section 7 – Goods in Transit *continued*

It will be up to the Insured to prove that any theft or attempted theft occurred before 9 pm or after 6 am

Basis of Valuation

The valuation of Property shall be at invoice cost If an invoice has not been raised the basis of valuation will be the value of the Property at the time of the commencement of the transit

Basis of Claims Settlement

This will normally be a payment in money but the Company has the option to repair replace or reinstate Property lost or damaged

In the event of loss or damage to any part of a machine which when complete for sale or use consists of several parts the Company will only pay for the value of the part actually lost or damaged including any replacement charges

Section 8 - Legal Expenses

This section of this policy is administered and managed by Arc Legal Assistance Ltd on our behalf

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority under registration number 305958. This can be checked on the FCA's website at www.fca.org.uk or by contacting them on 0800 111 6768. Their registered business address is Arc Legal Assistance Ltd, The Gatehouse, Lodge Park, Lodge Lane, Colchester, Essex CO4 5NE

The Cover

The Company agrees to indemnify the Insured against Legal and Professional Expenses and Awards of Compensation as specified in this Section and the Schedule

The Company will only indemnify the Insured against claims made brought or commenced within the Territorial Limits in respect of activities within the scope and extent of the Business of the Insured. The Company will not be liable to indemnify the Insured in respect of claims made in respect of or relating to or arising out of the Exclusions specified in this Policy

This is a 'claims made' Section of the Policy. It only covers claims notified to the Company during the Period of Insurance

Limits of Company Liability

The maximum liability of the Company under this Section is limited to the amounts specified in the Schedule in respect of:

- a) Any One Claim
- b) All claims or legal proceedings made and or notified during the Period of Insurance

Covers Applicable to this Section

Part 1

Contract Disputes

Legal Expenses incurred by reason of the defence or pursuit of legal proceedings in a contractual dispute with a Contracting Party where the contract is for the sale or hire of goods or the supply of a service within the Sale of Goods Act 1979 the Supply of Goods and Services Act 1982 provided that:

- a) Legal Expenses incurred in the pursuit of a dispute shall be limited to 75% of the amount in dispute
- b) the amount in dispute exceeds £1,000
- c) where the dispute relates to monies owed to the Insured and liability for the Debt is not contested the Insured refers the debt to the Debt Collection Service within thirty days of the Due Date and agrees use of the service shall be paid for by the Insured. If the Debt Collection Service exhausts its normal recovery procedure and recommends to the Company legal proceedings are necessary the Insured shall immediately notify a claim under this Section

Exclusions to Part 1

- a) the first £250 of Legal Expenses incurred in Any One Claim
and
10% of all Legal Expenses incurred if Legal Expenses exceed £5,000
or
20% of all Legal Expenses incurred if Legal Expenses exceed £10,000
- b) breach or alleged breach of the duty of a professional
- c) bills of exchange credit and securities or guarantee or contracts governed by or disputes relating to the Consumer Credit Act 1974
- d) assignment agency franchise or bailment other than hire
- e) employment disputes or any dispute in respect of a contract of service
- f) landlord and tenant disputes
- g) any dispute to be determined at Arbitration
- h) construction contracts as defined by the Housing Grants Construction and Regeneration Act 1996
- i) insurance contracts
- j) disputes arising out of the ownership or use of motor vehicles

Part 2

Employment Disputes

- i) Legal Expenses incurred by the Insured in defending legal proceedings following a dispute with an Employee ex Employee or prospective Employee concerning their contract of employment with the Insured or a breach of employment related legislation and
- ii) Awards of Compensation in respect of such legal proceedings

Provided in respect of a) – g) below the Insured has sought and followed with due diligence the advice of the Legal Advice Line as to the procedure to be adopted and has received specific authorisation from the Legal Advice Line:

- a) prior to carrying out any disciplinary procedure or action
- b) prior to the dismissal of an Employee
- c) prior to implementing a redundancy programme and prior to making an Employee redundant
- d) upon notification formally or informally of a grievance from an Employee
- e) upon notification formally or informally of a complaint of sexual or racial discrimination or discrimination relating to disability
- f) prior to any adverse variation of the terms of conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in an Employee's remuneration)
- g) on becoming aware of any event or circumstance that may be deemed to be constructive dismissal including absence from work following an Employee walking out with or without notice

Exclusions to Part 2

- 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

Part 3

Criminal Prosecution Defence

Legal Expenses incurred in defending a prosecution in a court of criminal jurisdiction including an appeal by the Insured against the service of an Improvement or Prohibition Notice under the Health & Safety at Work Act 1974 or the Food Safety Act 1990

Exclusions to Part 3

- a) the ownership possession hire or use of a motor vehicle
- b) any prosecution relating to or arising from investigations by the Inland Revenue HM Customs and Excise or the Department of Social Security
- c) any prosecution alleging violence or dishonesty

Part 4

Property Disputes

Legal Expenses incurred in the pursuit or defence of legal proceedings in respect of:

- i) a dispute over the possession of freehold or leasehold Property
- ii) a dispute in respect of actual or alleged negligence nuisance or damage to Property including fixtures and fittings

provided the Insured will suffer financial loss if the Insured fails to pursue or defend the legal proceedings

Exclusions to Part 4

- a) mining or other subsidence or heave however caused
- b) a contract other than agreement for use
- c) any dispute relating to planning or building regulations decisions compulsory purchase orders or rent or service charges or tax or renewal of a contract for use

Part 5

Data Protection

Legal Expenses incurred in defending legal proceedings arising out of the Data Protection Act 1998 including an appeal by the Insured against a refusal of an application for registration or alteration of registered particulars or an appeal against an Enforcement Deregistration or Transfer Prohibition Notice. The Company further agrees to indemnify the Insured against compensation awards which the Insured is ordered to pay consequent upon the holding loss or unauthorised disclosure of data as defined in Section 13 of the Data Protection Act 1998 provided that any compensation award follows the unsuccessful defence of an action arising out of the Data Protection Act 1998 to which the Company has consented

Part 6

Tax Protection

Professional Expenses incurred by the Insured in any Inland Revenue Investigation or VAT Dispute against the Insured in respect of:

Sub-Part 6A – Inland Revenue Investigations

- i) representation of the Insured in an Inland Revenue detailed investigation ('Full Enquiry') into an Insured's Self Assessment Return only insofar as the enquiry relates to the Insured's business affairs
- ii) representation of the Insured at an Inland Revenue Employer Compliance dispute into the business's PAYE returns
- iii) appeals by the Insured at an Inland Revenue Commissioner's Hearing ('Hearing') following a claim in respect of i and ii above and at an appeal against a decision following such Hearing

provided that:

- a) in the case of a Full Enquiry the Inland Revenue has issued a Notice which
 - i) is issued under either S9A Taxes Management Act 1970 ('TMA 1970') or S12AC TMA 1970 or S24 (1) Schedule 18 Finance Act 1998 and

- ii) has requested the examination of all the Insured's business books and records
- b) in the case of an Employer Compliance dispute there is a reasonable prospect of reducing the liabilities alleged by the Inland Revenue and the dispute follows an audit visit by the Inland Revenue
- c) the Company has consented to representation at a Hearing and any subsequent appeal

Sub-Part 6B – VAT Disputes

- i) representation of the Insured in respect of the local review procedure in order to reach agreement with HM Customs and Excise
- ii) representation of the Insured at a VAT and Duties Tribunal
- iii) representation of the Insured at an appeal against a VAT and Duties Tribunal decision

provided that

- a) a written decision assessment or statement of alleged arrears has been made by HM Customs and Excise into Value Added Tax and/or Value Added Tax default surcharges and misdeclaration penalties
- b) the dispute follows a control visit by HM Customs and Excise and there is a reasonable prospect of reducing the liabilities alleged by HM Customs and Excise
- c) the Company has consented to representation at a VAT and Duties Tribunal and any subsequent appeal

Exclusions to Part 6

- a) technical or routine treatment of matters not connected with nor arising out of an expression of dissatisfaction with the Insured's affairs
- b) the defence of a criminal prosecution
- c) taxation proceedings which arise out of negligent misstatements or omissions made by or on behalf of the Insured in respect of returns or accounts or where there has been a lack of reasonable care in the keeping of business books and records

Section 8 – Legal Expenses *continued*

- d) any claim or proceedings which result solely from investigation of earlier accounts or records
- e) any claim made where the Corporation Tax Self Assessment Return is submitted outside the statutory time limits and/or in a penalty position under Part II Schedule 18 Finance Act 1998
- f) any claim made where the Income Tax Self Assessment Return is submitted outside the statutory time limits and/or in a penalty position under S7TMA1970 and/or S93TMA1970
- g) the preparation and/or correction of Self Assessment Returns accounts Income Tax Returns P11Ds P35s VAT returns or any other statutory returns
- h) any investigation undertaken by any of the Special Compliance Offices and Special Investigations Section of the Inland Revenue or any enquiry under Section 60 of the VAT Act 1994 or matters handled by the National Investigations Service of HM Customs and Excise Investigation Office
- i) an enquiry into the validity of a claim for Working Families Tax Credit or a dispute concerning the payment of the Working Families Tax Credit by an employer
- j) any dispute in connection with the payment of the National Minimum Wage
- k) a dispute or enquiry in respect of the non-compliance with the IR35 legislation

Part 7

Statutory Licence

Legal Expenses incurred in appealing against the suspension revocation imposed alteration of or refusal to renew a licence or certificate of registration issued to the Insured under statute or statutory instrument or by government or local authority

provided that:

- a) such licence or certificate of registration is necessary to engage in the Business activity of the Insured and has been declared to the Company in the Proposal or Renewal Declaration

- b) the Insured has sought the advice of the Legal Advice Line as to the procedure to be adopted immediately upon receipt of any verbal or written warning from a person in authority which in any way either directly or indirectly affects or may affect the Insured's licence or certificate of registration and has acted on all such advice with due diligence

Exclusions to Part 7

- a) the first £250 of Legal Expenses incurred in Any One Claim
and
10% of all Legal Expenses incurred if Legal Expenses exceed £5,000
or
20% of all Legal Expenses incurred if Legal Expenses exceed £10,000
- b) disciplinary or internal hearings conducted by authorities charged with the regulation of the Insured in the performance of Professional Duty nor for any appeal
- c) any claim or legal proceedings arising out of an alteration or refusal to renew a licence or certificate of registration which is imposed by Act of Parliament
- d) any costs incurred in complying with a notice or order whether incidental or not
- e) any claim or legal proceeding arising out of the use or ownership of a motor vehicle

Special Conditions for Claims Settlement

1 Claims Procedure

The Company is to be notified in writing immediately the Insured becomes aware of any cause event circumstance dispute or investigation which has given rise to or which may give rise to a claim or legal proceedings involving the Insured

For queries in this regard please contact 0330 024 8991

2 The Company's Consent

It is a condition precedent to the Company's liability for Legal Expenses Professional Expenses or Awards of Compensation that the Company's consent to incur Legal Expenses or Professional Expenses must firstly be obtained in writing. The Company will grant consent if the Insured can satisfy the Company

- a) it is reasonable to incur Legal Expenses or Professional Expenses
and
- b) i) the Insured has reasonable prospects of recovery of damages or other remedy
or
ii) the Insured has reasonable prospects of a successful defence
or
iii) where the Insured enters a guilty plea in respect of a criminal prosecution (Part 3) there are reasonable prospects of significant mitigation of the Insured's fines or penalties

If during the course of the claim the Insured ceases to satisfy the Company in respect of a) and b) above indemnity will be withdrawn in respect of Legal Expenses and Awards of Compensation and Professional Expenses

The Company at its discretion may require the Insured to obtain an opinion from Counsel at the Insured's expense as to the merits of a claim or legal proceedings

If the Insured elects to proceed with the pursuit or defence of a claim or legal proceedings to which the Company's consent has been refused through lack of reasonable prospects and if the Insured is successful in such pursuit or defence the Company will indemnify Legal Expenses or Professional Expenses incurred after the Company has refused consent as if consent had been granted

3 Conduct of Claim

a) Choice of Appointed Representative

Where recourse is necessary to a lawyer and proceedings are issued the Insured is free to choose an Appointed Representative with the Insured paying the first £1000 of Legal Expenses incurred in respect of Any One Claim

In all other cases The Company will choose an Appointed Representative to act on behalf of the Insured in any claim

The name and address of the Appointed Representative the Insured proposes to instruct must be notified in writing to the Company. The Company may accept such nomination provided the Company is satisfied the nominated Appointed Representative will co-operate and enable the Insured to comply with the terms of this policy and provided the Company and the nominated Appointed Representative reach agreement as to the Appointed Representative's fees

In all cases the Appointed Representative shall be appointed in the name of and on behalf of the Insured

b) Disclosure to the Appointed Representative

The Insured must give to the Appointed Representative 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's possession. The Insured must provide obtain or execute all documents as necessary and attend meetings or conferences as requested. Cover may be withdrawn if the Insured fails to co-operate at all or within a reasonable time with the Appointed Representative's requests

c) The Company's Access to Information

The Company is entitled to receive from the Appointed Representative any information document or advice in connection with any claim or legal proceedings even if privileged. On request the Insured will give to the Appointed Representative any instructions necessary to secure the required access

d) Recovery of Costs and Payment of Legal Expenses and Professional Expenses

All bills the Insured receives from the Appointed Representative must be forwarded to the Company without delay. If the Company so requires the Insured must ask the Appointed Representative to submit the bill of costs for assessment or certification by the appropriate Law Society or court

The Insured is responsible for payment of all Legal Expenses Professional Expenses or Awards of Compensation. The Company will reimburse the Insured or may settle these direct if requested by the Insured to do so

The Insured must not enter into any agreement with the Appointed Representative as to the basis of calculation of Legal Expenses without the Company's written consent

Whenever the Insured is awarded costs or under the terms of any settlement where costs are included, those costs are to be repaid to the Company whether actually recovered or not

The Insured and their 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, the Insured agrees that a fair and reasonable proportion of that settlement will be deemed costs and due to the Company

e) Value Added Tax

If the Insured is registered for VAT the Company will not pay the VAT element of any Legal Expenses or Professional Expenses bills

f) Instruction of Counsel and Experts

If in the course of any claim or legal proceedings the Appointed Representative wishes to instruct Counsel or an expert their name and an explanation of the necessity for such instruction must be submitted to the Company for consent to the proposed instruction which will not be unreasonably withheld

g) Offer of Settlement

It is a condition precedent to the Company's liability hereunder that the Insured must inform the Company in writing as soon as an offer to settle a claim or legal proceedings is received and before the Insured proposes to make an offer. In any settlement the Insured must have regard to Legal Expenses or Professional Expenses incurred or likely to be incurred and the recovery thereof. Under no circumstances must the Insured enter into any agreement to settle without the Company's prior written consent which will not be unreasonably withheld. If the Insured unreasonably rejects an offer of settlement that the Company recommends acceptance of no further indemnity shall be provided by the Company

Section 9 – Terrorism

Only applicable if the Section is shown as operative in the Schedule

In consideration of the payment of the Premium in respect of the Period of Insurance, the cover provided under the Sections shown under the Terrorism Section of the Schedule of this Policy is extended to include DAMAGE to the property insured or CONSEQUENTIAL LOSS where covered occasioned by or happening through or in consequence of Terrorism as hereinafter defined for the purposes of this Section 9

Terrorism is defined for the purposes of this Section 9 only as:

1 An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto as certified by Her Majesty's Government or HM Treasury or any successor relevant authority

or

2 An act of any person(s) acting alone and not on behalf of or in connection with any organisation who carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto, and such act not being certified by Her Majesty's Government or HM Treasury or any successor relevant authority and in the event of any challenge to such non-certification the refusal to certify being upheld by a Tribunal ruling confirming such non-certification

Provided always that the insurance provided by this Section 9 is:

A) in respect only of the insurance provided by paragraph 1. of this Section 9 not subject to the Policy Exclusions of the Policy but is subject to the following War and Allied Risks exclusion:

DAMAGE or CONSEQUENTIAL LOSS occasioned by riot civil commotion war invasion act of foreign enemy hostilities (whether war is declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or

destruction by the government or any public authority

B) In respect only of the insurance provided by paragraph 2. of this Section 9 not subject to Section 1 2 and 3 Policy Exclusion relating to Terrorism

C) subject to the following additional exclusions:

1) Electronic Risks Exclusion

This insurance does not cover any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from:

accidental loss of or damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not, or CONSEQUENTIAL LOSS where such accidental loss of or damage or CONSEQUENTIAL LOSS is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack

For the purposes of this exclusion the following definitions shall apply:

Virus or Similar Mechanism

Virus or Similar Mechanism means 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

Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data

Denial of Service Attack

Denial of Service Attack means 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

2) Excluded Property

This insurance does not cover any losses whatsoever directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from DAMAGE or CONSEQUENTIAL LOSS in respect of:

- i) any property located outside England, Wales and Scotland
- ii) any nuclear installation or nuclear reactor
- iii) any property which is specifically excluded elsewhere in this Policy
- iv) any property which is insured by or would but for the existence of this Policy be insured by any form of transit, aviation or marine policy

D) subject to the following additional Policy terms and conditions:

- 1) In any action or other proceedings where the Company alleges that any DAMAGE or CONSEQUENTIAL LOSS is not covered by this Section 9 the burden of proving that such DAMAGE or CONSEQUENTIAL LOSS is covered shall be upon the Insured
- 2) Except where otherwise indicated in this Section 9 the insurance provided by this Section 9 is subject to all the terms definitions exclusions conditions and provisions of this Policy. Subject to any limits stated within this Section 9 the Company's liability in respect of all losses arising out of any one occurrence and in the aggregate in any one period of insurance shall not exceed the limits as otherwise specified under this Policy

E) in respect only of the insurance provided by paragraph 2. of this Section 9 subject to the following additional Policy term:

the liability of the Company in respect of DAMAGE or CONSEQUENTIAL LOSS directly or indirectly caused by contributed to by resulting from or arising out of or in connection with biological, chemical or nuclear pollution or contamination will be subject to a limit of up to £25 million any one loss and in the aggregate during any one period of insurance

Special Clauses

Only applicable if shown as operative in the Schedule

1 Alarm Clause

It is a condition precedent to liability under Sections 1 and 3 in respect of loss or damage following entry or attempted entry to or exit from the Premises by forcible and violent means that

- a) The Premises are protected by an Intruder Alarm System designed, installed and maintained to British Standard BS4737 or EN50131 including, where stipulated by the Company or the local Police Authority, Code of Practice DD243
- b) The intruder alarm installation and maintenance company must be both:
 - i) A member of an Alarm Inspectorate which is accredited by UKAS to EN 45011 or EN 45012and
 - ii) Accredited and operate a Quality Management System in accordance with EN ISO 9000
- c) The Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance, as per the requirements of BS4737 or EN 50131, with the installing company or such other company as agreed with the Company
Where remote alarm signalling is required the signal transmission must be transmitted to an Alarm Receiving Centre fully compliant with BS5979:2000 and operated by a company accredited and operating to a Quality Management System in accordance with EN ISO 9000
- d) No alteration to or substitution of
 - i) any part of the Intruder Alarm System
 - ii) the maintenance contract
 - iii) the structure of the Premises or changes to the layout of the Premises which would affect the effectiveness of the Intruder Alarm System
- iv) the procedures agreed with the Company for police or any other response to any activation of the Intruder Alarm System
be made without the written agreement of the Company
- e) The Alarmed Premises shall not be left unattended without the agreement of the Company
 - i) unless the Intruder Alarm System is set in its entirety with the means of communication used to transmit signals (including both alarm transmission systems for dual signalling systems) in full operation
 - ii) if the police have withdrawn their response to alarm activations
- f) The Insured shall maintain secrecy of codes for the operation of the Intruder Alarm System and detail of such codes and all keys to the Intruder Alarm System shall be removed from the Premises when the Premises are left unattended
- g) The Insured shall appoint at least two Key Holders and lodge written details (which must be kept up to date) with the alarm company and either the Police or the Alarm Receiving Centre
- h) In the event of notification of any activation of the Intruder Alarm System or interruption of means of communication including one or both alarm transmission systems in respect of dual signalling systems during any period the Intruder Alarm System is set a Key Holder shall attend the Premises as soon as reasonably possible
- i) In the event of the Insured receiving any notification
 - i) the police attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
 - ii) from a Local Authority or Magistrate imposing any requirement for abatement of nuisance

Special Clauses *continued*

- iii) that the Intruder Alarm System cannot be returned to or maintained in full working order

the Insured shall advise the Company as soon as possible and comply with any subsequent requirements stipulated by the Company

Definitions

Intruder Alarm System

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

Alarmed Premises

The Premises or those portions of the Premises protected by the Intruder Alarm System

Key Holder

The Insured or any person or key holding company authorised by the Insured who is available at all times to accept notification of faults or alarm signals to the Intruder Alarm System attend and allow access to the Premises

Premises

The buildings occupied by or under the control of the Insured (unless otherwise stated in the Schedule)

2 Subsidence Ground Heave and Landslip

Notwithstanding Exclusions 10a) and 10b) the insurance by Sections 1 and 2 extends to cover DAMAGE or CONSEQUENTIAL LOSS caused by subsidence or ground heave of any part of the site on which the property stands or landslip excluding

- a) the first £1,000 of each and every loss in respect of Section 1 at each separate Premises as ascertained after the application of any Condition of Average
- b) DAMAGE to and CONSEQUENTIAL LOSS in respect of yards car parks roads pavement walls gates and fences unless also affecting a Building insured hereby
- c) DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of

- i) the normal settlement or bedding down of new structures
 - ii) the settlement or movement of made-up ground
 - iii) coastal or river erosion
 - iv) defective design or workmanship or the use of defective materials
 - v) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
- d) DAMAGE or CONSEQUENTIAL LOSS which originated prior to the inception of this cover
 - e) DAMAGE or CONSEQUENTIAL LOSS resulting from
 - i) demolition construction structural alteration or repair of any property or
 - ii) groundworks or excavation at the Premises

Special Conditions

Insofar as this insurance relates to DAMAGE or CONSEQUENTIAL LOSS caused by subsidence ground heave or landslip

- a) the Insured shall notify the Company immediately they become aware of any demolition groundworks excavation or construction being carried out on any adjoining site
- b) the Company shall then have the right to vary the terms or cancel this cover

3 Temporary Cover

The first premium has been calculated to take into account the cost of temporary cover (in accordance with particulars lodged with the Company) pending this Policy being issued

4 Long Term Agreement

The discount shown in the Schedule is allowed off the net premiums on this Policy in consideration of the Insured having given an undertaking expiring on the date stated in the Schedule to offer annually the insurance under this Policy on the terms and conditions in force at the expiry of each period of insurance and to

Special Clauses *continued*

pay the premium annually in advance it being understood that

- a) the Company shall be under no obligation to accept an offer made in accordance with the above-mentioned undertaking
- b) where appropriate the sum insured may be reduced at any time to correspond with any reduction in value

The above-mentioned undertaking applies to any policy (or policies) which may be issued by the Company in substitution for this Policy and the same discount shall be allowed off the net premiums on any substituted policy (or policies) issued by the Company

Payment of the premium due at the expiry date shown in the Schedule shall be deemed acceptance by the Insured of the terms of this clause

5 Theft by Employees

The following extension of cover is added to Section 1

Any direct loss caused by an act of fraud or dishonesty committed by any Employee in the course of the Business and occurring during the Period of Insurance excluding

- a) the first £250 of any loss
- b) acts committed prior to the commencement of this Special Clause
- c) losses occurring during the currency of this Special Clause and not discovered within 14 days of the expiry of the Period of Insurance
- d) any monies which would have been payable by the Insured to an Employee but for the Employees dishonesty

provided that

- i) the liability of the Company under this Special Clause shall not exceed £10,000 in any one Period of Insurance
- ii) the conditions of employment and the precautions and checks taken by the Insured to prevent dishonesty on the part of the Employees shall remain while this Policy is in force in all respects as have been agreed in the various statements constituting the basis of this contract and any omission or neglect of such precautions or checks on the

part of the Insured or any variation in the occupation and duties of the Employees or any alteration in the mode of remuneration of the Employees except by increase in salary shall relieve the Company of all liability whatsoever hereunder

6 Financial Loss

The Indemnity provided by Section 4 of this Policy is extended to indemnify the Insured against all such sums that the Insured shall become legally liable to pay as damages and costs and expenses of claimants in respect of accidental financial loss

but the Indemnity will only apply to

- a) a claim which is first made in writing against the Insured during the Period of Insurance and
- b) which is notified to the Company during the same Period of Insurance or within 30 days after the expiry of such Period of Insurance

Provided that

- a) the liability of the Company under this extension for all damages and claimants costs and expenses arising out of all claims first made against the Insured during any one Period of Insurance shall not in the aggregate exceed the sum of £250,000
- b) the Insured shall be responsible under this extension for the first 10% of all damages and claimants costs and expenses payable in respect of each and every claim made against the Insured subject to the Insured being responsible for a minimum amount of £5,000 in respect of each and every such claim

Exclusions

The indemnity provided by this extension will not apply to legal liability

- 1 in respect of
 - i) Injury to any person
 - ii) loss of or damage to material property
 - iii) nuisance trespass obstruction loss of amenities or interference with any right of way air light or water

Special Clauses *continued*

- iv) wrongful arrest detention imprisonment or eviction of any person or invasion of the right of privacy
- 2 arising under contract whether by virtue of express agreement or otherwise
- 3 for the actual cost or value of any Products Supplied or replacement repair removal or reinstatement thereof
- 4 for
 - i) liquidated damages fines penalties or payments to any statutory authority arising out of the enforcement of any statutory requirement or duty
 - ii) libel slander or passing off or infringement of patent copyright trademark or trade name
 - iii) financial loss sustained by any Employee arising out of or in the course of employment by the Insured
- 5 caused by or arising from
 - i) breach of professional duty or service or any error or omission in estimates or advice given by or on behalf of the Insured in a professional capacity or in design plan drawings or specification for which a fee is charged or would normally be charged
 - ii) property in the custody or under the control of the Insured or any Employee or failure to return such property
 - iii) the storage processing or transmission by or on behalf of the Insured of computer data
 - iv) delay non-completion or non delivery
 - v) any act of fraud or dishonesty by the Insured or any Employee
 - vi) any circumstances known to the Insured at inception of this extension which may give rise to a claim for financial loss

- 6 arising
 - i) outside Great Britain Northern Ireland the Isle of Man or the Channel Islands
 - ii) out of any cause giving rise to financial loss happening before the Retroactive Date which unless specified to the contrary shall be the inception date of this Policy

The Indemnity provided under this extension is subject otherwise to the terms Exclusions and Conditions of Section 4 of this Policy

Policy Exclusions

General – All Sections except Sections 5 Employers Liability and 6 Personal Accident

The insurance by these Sections does not apply to

Any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000

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

but this shall not exclude subsequent DAMAGE in respect of Section 1 (Buildings & Contents) subsequent CONSEQUENTIAL LOSS in respect of Section 2 (Business Interruption) and subsequent loss or damage in respect of Section 3 (Selected All Risks) not otherwise excluded which itself results from fire lightning explosion theft aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal provided such contingency is insured by the Section

General – All Sections except Section 5 – Employers Liability

The insurance by these Sections does not cover

- 1 DAMAGE or CONSEQUENTIAL LOSS or legal liability caused by or arising from war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- 2 DAMAGE or CONSEQUENTIAL LOSS or legal liability 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 properties of any explosive nuclear assembly or nuclear component thereof

Section 1 – Buildings and Contents Section 2 – Business Interruption

The insurance by these Sections does not cover

- 1 in respect of Section 1
the amount shown below after the application of all the conditions of average in respect of
 - 1) DAMAGE by fire lightning explosion aircraft riot civil commotion strikes locked out workers or persons taking part in labour disturbances or earthquake
Amount Excluded: £NIL
 - 2) All other Insured DAMAGE
Amount Excluded: £300
- 2 DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of
 - a) inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials
 - b) the bursting by steam pressure of a boiler economiser vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured other than in respect of

Section 1 – a boiler used for domestic purposes only

Section 2 – any boiler or economiser on the Premises or a boiler used for domestic purposes only

- c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

but this shall not exclude subsequent DAMAGE or CONSEQUENTIAL LOSS which itself results from a cause not otherwise excluded

- 3 DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of
 - a) faulty or defective workmanship operational error or omission on the part of the Insured or any of their Employees

but this shall not exclude

- i) such DAMAGE or CONSEQUENTIAL LOSS not otherwise excluded which itself results from a Defined Peril
- ii) subsequent DAMAGE or CONSEQUENTIAL LOSS which itself results from a cause not otherwise excluded

- b) acts of fraud or dishonesty by the Insured's Employees

but this shall not exclude such DAMAGE or CONSEQUENTIAL LOSS not otherwise excluded which itself results from a Defined Peril

- 4 DAMAGE or CONSEQUENTIAL LOSS caused by or consisting of
 - a) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
 - b) change in temperature colour flavour texture or finish
- 5 DAMAGE caused by or consisting of or CONSEQUENTIAL LOSS arising directly from theft or attempted theft
 - a) not involving entry to or exit from the Premises by forcible and violent means or violence or threat of violence to the Insured or any Employees of the Insured

or any other person lawfully on the Premises

- b) of property in the open or property in any outbuilding or other building not communicating with the main building of the Premises

- 6 DAMAGE or CONSEQUENTIAL LOSS consisting of

- a) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
- b) mechanical or electrical breakdown or derangement of the particular machine apparatus or equipment in which such breakdown or derangement originates

- 7 DAMAGE or CONSEQUENTIAL LOSS caused by the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunication services

but this shall not exclude

- a) such DAMAGE or CONSEQUENTIAL LOSS not otherwise excluded which itself results from a Defined Peril or from any other accidental loss destruction or damage
- b) subsequent DAMAGE or CONSEQUENTIAL LOSS which results from a cause not otherwise excluded

- 8 infidelity or dishonesty of the Insured or any of their Employees or other persons to whom property insured may be entrusted nor loss destruction or damage resulting from the Insured voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme trick device or false pretence or any unexplained loss or loss or shortage disclosed on taking inventory

- 9 a) in respect of Section 1
DAMAGE caused by pollution or contamination but this shall not exclude DAMAGE to the Property Insured not otherwise excluded caused by
 - i) pollution or contamination which itself results from a Defined Peril

- ii) such CONSEQUENTIAL LOSS resulting from loss or destruction of or damage to such property caused by a Defined Peril insofar as it is not otherwise excluded
- 17** DAMAGE in respect of
- a) jewellery precious stones precious metals bullion furs curiosities works of art or rare books
 - b) property in transit
 - c) money cheques stamps bonds credit cards or securities of any description except where specifically mentioned as insured
- other than such DAMAGE caused by a Defined Peril insofar as it is not otherwise excluded
- 18**
- a) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
 - b) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
 - c) land roads pavements piers jetties bridges culverts or excavations
 - d) livestock growing crops or trees
- unless
- i) specifically mentioned as insured in respect of Section 1
 - ii) CONSEQUENTIAL LOSS is caused by a Defined Peril insofar as it is not otherwise excluded in respect of Section 2
- 19** property which at the time of the happening of DAMAGE is insured by or would but for the existence of this Policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected
- 20** any property more specifically insured by or on behalf of the Insured

21 DAMAGE or CONSEQUENTIAL LOSS occasioned by nationalisation confiscation requisition seizure or destruction by the government or any public authority

22 The insurance by these Sections does not cover

- a) DAMAGE to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not where such DAMAGE is caused by programming or operator error Virus or Similar Mechanism or Hacking
- b) CONSEQUENTIAL LOSS directly or indirectly caused by or arising from any programming or operator error Virus or Similar Mechanism or Hacking but this shall not exclude CONSEQUENTIAL LOSS not otherwise excluded which itself results from a Defined Peril save in respect of malicious persons other than thieves

For the purpose of this exclusion the following Definitions apply:

Definitions

- a) Virus or Similar Mechanism shall mean 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
This definition of Virus or Similar Mechanism includes but is not limited to Trojan horses worms and logic bombs
- b) Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data

Section 3 – Selected All Risks

This Section does not cover

- 1 the first £250 of each claim
- 2 theft or attempt thereof from the Premises not involving entry to or exit from by forcible and violent means
- 3 loss or damage arising from wear and tear or from any process of cleaning or restoring or adjusting or repairing
- 4 loss or damage arising from or attributable to the action of light or atmosphere moths parasites or vermin
- 5 loss by official confiscation or detention
- 6 loss or damage to any electrically driven machine or apparatus directly caused by its own overrunning short-circuiting self-heating or by the application of excessive electrical energy or mechanical derangement not arising from external impact
- 7 loss or damage to any component part of any item insured in the Schedule while such part is removed from its normal position in the item
- 8 loss destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- 9 loss or damage by theft from any unattended motor vehicle unless such vehicle has been securely locked at all points of access
- 10 loss or destruction of or damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not where such loss destruction or damage is caused by programming or operator error Virus or Similar Mechanism or Hacking including where this results from the actions of malicious persons other than thieves

For the purpose of this exclusion the following Definitions apply:

Definitions

- i) Virus or Similar Mechanism shall mean 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
This definition of Virus or Similar Mechanism includes but is not limited to Trojan horses worms and logic bombs
- ii) Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data

Section 1 – Building and Contents Section 2 – Business Interruption Section 3 – Selected All Risks

The insurance by these Sections does not cover

- a) loss damage cost or expense of whatsoever nature directly or indirectly resulting from or in connection with:
 - i) any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - ii) any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism
- b) loss destruction or damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of
 - i) riot civil commotion and (except in respect of DAMAGE or CONSEQUENTIAL LOSS by fire or explosion) strikers locked-out workers or persons taking part in labour disturbances or malicious persons
 - ii) Terrorism

If the Company alleges that by reason of this exclusion any loss damage cost or expense is not covered by these Sections of the Policy the burden of proving the contrary shall be upon the Insured

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

Definition – Terrorism

For the purpose of this exclusion an act of Terrorism shall mean an act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear

In respect of private house(s) or contents thereof insured in the name of an individual this Terrorism Exclusion only applies to loss damage cost or expense caused by nuclear, chemical or biological contamination resulting directly or indirectly from Terrorism

Section 4 – Public and Products Liability

Under this Section the Company shall not be liable for legal liability

- 1 in respect of Part 1
 - a) arising out of
 - i) work in or on aircraft
 - ii) work in or on airport or aerodrome runways manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access
 - iii) the ownership possession or use by or on behalf of the Insured of any aircraft or watercraft (other than watercraft not exceeding 8 metres in length or any hand-propelled boat or pontoon)
 - b) arising out of the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle or trailer attached thereto in circumstances where compulsory insurance or security is required or where insurance is provided by another policy
 - c) in respect of Injury or loss of or damage to property caused by or in connection with any Products Supplied which have ceased to be in the custody or control of the Insured other than food or drink provided as a service at the Insured's premises to Employees or visitors
- 2 in respect of Part 2
 - a) in respect of Injury or loss of or damage to property caused by or in connection with any Products Supplied which are in the custody or control of the Insured
 - b) in respect of Injury or loss of or damage to property caused by or in connection with any Products Supplied which to the knowledge of the Insured are for use in or on any aircraft and which are critical to the safety or airworthiness of the aircraft
 - c) in respect of Injury or loss of or damage to property caused by or in connection with any Products Supplied which to the knowledge of the Insured are directly or indirectly exported to the United States of America or Canada
- 3 in respect of Injury to any Employee
- 4 in respect of loss of or damage to
 - a) property belonging to the Insured
 - b) property which is leased let rented hired or lent to or which is the subject of a bailment to the Insured
- 5
 - a) in respect of the cost or value of any Products Supplied or replacement repair removal rectification or reinstatement thereof where legal liability arises from a defect in or the unsuitability of such Products Supplied
 - b) for any costs incurred in recalling or modifying any Products Supplied
 - c) for the costs of remedying any defect or alleged defect in land or premises sold or disposed of by the Insured or for any reduction in the value thereof
- 6 assumed by the Insured under agreement unless the conduct and control of claims is vested in the Company but indemnity shall not in any event apply to

- a) liquidated damages fines or penalties
 - b) legal liability which attaches by virtue of an express warranty indemnity or guarantee given or entered into by the Insured in connection with any Products Supplied and which would not have attached in the absence of such warranty indemnity or guarantee
- 7 for the first £100 of each and every occurrence in respect of loss or damage to property
- 8 in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance
- All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

The liability of the Company for all damages payable in respect of all Pollution or Contamination which is deemed to have occurred during the period of insurance shall not exceed in the aggregate the amount shown in the Schedule as the Limit of Indemnity for any one event

For the purpose of this exclusion and limitation 'Pollution or Contamination' shall be deemed to mean

- a) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere

and

- b) all loss or damage or Injury directly or indirectly caused by such Pollution or Contamination

Section 5 – Employers Liability

- 1 So far as concerns the liability of any principal or liability assumed by the Insured under agreement and which would not have attached in the absence of such agreement this Section shall not apply to any 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 properties of any explosive nuclear assembly or nuclear component thereof
- 2 This Section does not provide an indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or other compulsory Road Traffic Act legislation

Section 6 – Personal Accident

This Section does not cover

- 1 Injury
- a) resulting from or engaging in aeronautics or aviation other than as a fare paying passenger of a properly licensed passenger aircraft
 - b) resulting or engaging in racing on wheels or on horseback or practice therefore rugby football motorcycling or pillion riding or underwater activities involving the use of breathing apparatus
 - c) resulting from or engaging in mountaineering rock climbing or potholing
 - d) resulting from or engaging in any sport undertaken on a professional or semi-professional basis
 - e) due to contributed to or accelerated by insanity
 - f) resulting from any operational duties as a member of the Armed Forces
 - g) resulting directly or indirectly from pregnancy or childbirth

- 2 suicide self inflicted injuries (other than in an attempt to save life) or venereal infection
- 3 Injury sustained whilst under the influence of or disablement due wholly or partly to the effects of alcoholism or drugs other than drugs taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner but not for the treatment of drug addiction
- 4 any claim arising directly or indirectly from Injury attributable to HIV (Human Immune Deficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivative(s) or variation(s) thereof however caused

Section 7 – Goods in Transit

- 1 loss or damage to Property directly or indirectly caused by or arising from
 - a) pressure waves caused by aircraft or other aerial devices
 - b) delay
- 2 loss of or damage to money securities for money (which includes certificates of bond stock certificates bills of exchange promissory notes) stamps watches precious stones jewellery bullion nuclear waste or loss of or injury to living creatures
- 3 any indirect or consequential loss
- 4 natural deterioration
- 5 the deterioration of Property conveyed in frozen chilled or insulated condition due to
 - a) faulty stowage
 - b) incorrect setting or operation of the equipment
 - c) variations in temperatureunless directly caused by fire accident (but not breakdown) to the conveying Vehicle theft or attempted theft
- 6 electrical or mechanical derangement unless caused by impact
- 7 any amount where loss or damage does not exceed £50

Section 8 – Legal Expenses

- 1 the defence of the Insured in civil legal proceedings arising from:
 - a) injury or disease
 - b) loss destruction or damage of or to property
 - c) alleged breach of any Professional Duty
 - d) any tortious liability (other than as specified in Part 4)
- 2 any claim or legal proceedings made brought or commenced outside the Territorial Limits
- 3 Legal Expenses or Professional Expenses incurred without the Company's prior written consent
- 4 fines or other penalties imposed by a court or tribunal
- 5 any dispute with Government or Local Authority departments concerning the imposition of statutory charges
- 6 disputes between Insured's as specified in the Schedule or any endorsement thereto, or with any parent or subsidiary company or partner
- 7 any claim arising out of the deliberate conscious intentional or negligent disregard by the Insured of the need to take all reasonable steps to avoid and prevent claims or legal proceedings
- 8 any claim arising out of intellectual property or breach of confidentiality or passing off actions whether related to intellectual property or not
- 9 any Legal Expenses incurred in connection with a judicial review
- 10 any claim relating to or arising from any cause event or circumstance occurring prior to or existing at inception of this Policy and which the Insured knew or ought reasonably to have known may give rise to a claim dispute or legal proceeding by or against the Insured

Policy Exclusions *continued*

- 11** Legal Expenses or Professional Expenses incurred by the Appointed Representative for the routine presentation of the Insured's affairs or for matters which go beyond the immediate scope of the claim or legal proceedings
- 12** appeals arising out of legal proceedings to which the Company has not granted consent
- 13** any claim or legal proceedings in respect of which the Insured is or but for the existence of this Policy would be entitled to indemnity under any other insurance policy or legal aid certificate or representation order
- 14** any claim consequential loss legal liability or any loss or damage to property directly or indirectly caused by or contributed to by seepage pollution or contamination of any kind
- 15** any dispute between the Insured, the Company or the Appointed Representative

Policy Conditions

1 Alteration in Risk

This Policy shall be avoided if after the commencement of this insurance there is any alteration in risk

- a) by removal
- b) by change of occupation or use of the property insured
- c) whereby the risk of loss or damage or accident or liability is increased
- d) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued
- e) whereby the Insured's interest ceases except by will or operation of law

unless such alteration is admitted by the Company in writing

2 Arbitration

If any difference shall arise as to the amounts to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company

3 Cancellation

Our Rights

We shall not be bound to accept any renewal of this Policy and may at any time give 21 days notice of cancellation by recorded delivery to Your last known address Thereupon You shall be entitled to the return of a proportionate part of the premium paid in respect of the unexpired term of this Policy provided that there have been:

- no claims made under the Policy for which We have made a payment
- no claims made under the Policy which are still under consideration
- no incident likely to give rise to a claim but is yet to be reported to Us

during the current Period of Insurance

This termination will be without prejudice to any rights or claims of the Insured or the Company prior to the expiration of such notice

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance, no refund for the unexpired portion of the premium will be given

Your Rights

You may cancel this Policy in the first year of insurance during the 14 days after the Contract has been concluded by giving notice in writing to Your Insurance Adviser at the address shown in their correspondence or to the AXA Insurance address shown on your Policy schedule.

This right does not apply at the first or any subsequent renewal of the policy

Provided that there have been:

- no claims made under the Policy for which We have made a payment
- no claims made under the Policy which are still under consideration
- no incident likely to give rise to a claim but is yet to be reported to Us

during this 14 day period, We will give a refund for the proportionate part of the premium paid in respect of the unexpired term of this Policy, subject to a minimum premium of £50

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current Period of Insurance, no refund for the unexpired portion of the premium will be given

4 Policy Administration Fees Condition

The Company may charge the Insured an administration fee if the Company

- a) make any changes to the Policy on the Insured's behalf
- b) agrees to cancel the Policy, or
- c) is requested to print and re-send the Policy documents to the Insured

The Company will not make a charge without informing the Insured

5 Changes in Circumstances

The Insured shall give notice to the Company before each renewal period of any disease physical defect or infirmity by which the Insured Person under Section 6 has become affected during the previous period of insurance The Insured must notify the Company as soon as possible in writing of any change which may materially affect the insurance by this Section

6 Claims – Insured’s Duties

On the happening of any event which may give rise to a claim the Insured shall

a) General – applicable to all Sections

- i) notify the Company immediately
- ii) take all practicable steps to recover property lost and otherwise minimise the claim
- iii) inform the Police immediately if the loss or damage is caused by thieves malicious persons or vandals or by riot civil commotion strikes or labour disturbances
- iv) give all information and assistance the Company may require

b) Applicable to Section 1 – Buildings and Contents

within 30 days or such further time as the Company may in writing allow deliver to the Company a written claim providing at their own expense all details proofs and information regarding the cause and amount of DAMAGE as the Company may reasonably require together with details of any other insurances on any Property insured by this Policy and (if demanded) a statutory declaration of the truth of the claim and of any related matters

No claim under this Section shall be payable unless the terms of this condition have been complied with

c) Applicable to Section 2 – Business Interruption

within 30 days after the expiry of the Indemnity Period or within such further time as the Company may in writing allow at their own expense deliver to the Company a statement setting out particulars of the claim together with details of all other insurances covering any part of the damage or resulting loss of Gross Profit

The Insured shall at their own expense also provide the Company with such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanations and other evidence as may reasonably be required by the Company for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claim and of any related matter

No claim under this Section shall be payable unless the terms of these conditions have been complied with and in the event of non compliance therewith in any respect any payment on account of the claim already made shall be repaid to the Company immediately

d) Applicable to Section 4 – Public and Products Liability Section 5 – Employers Liability Section 8 – Legal Expenses

- i) immediately forward to the Company every letter claim writ summons and process immediately upon receipt without acknowledgement
- ii) advise the Company in writing immediately they have knowledge of any impending prosecution inquest Fatal Accident or Ministry Inquiry

- e) **Applicable to**
Section 4 – Public and Products Liability
Section 5 – Employers Liability
Section 7 – Goods in Transit
Section 8 – Legal Expenses

not make or allow to be made on their behalf any admission offer promise payment or indemnity without the written consent of the Company

- f) **Applicable to Section 6 – Personal Accident**

provide all certificates information and evidence required by the Company at their own expense and in such form as the Company may require the Insured Person as often as required shall submit to medical examination on behalf of the Company at its own expense in respect of any alleged Injury

- g) **Applicable to Section 7 – Goods in Transit**

if loss or damage is caused by a carrier the Insured should notify the carrier immediately the Insured is aware of the loss or damage and the Insured may be asked to complete the carriers claim form Any compensation the Insured subsequently receives from a carrier should be paid to the Company if the Company has paid the claim

- h) **Applicable to Section 8 – Legal Expenses**

The Company will forward to the Insured a claim form which must be completed and returned

7 Claims – the Company’s Rights

The Company

- a) on the happening of any loss destruction or damage in respect of which a claim is made may without thereby incurring any liability or diminishing any of the Company’s rights under this Policy enter take or keep possession of the Premises where such loss destruction or damage has occurred and take possession of or require to be delivered to the Company any property insured and

deal with such property for all reasonable purposes and in any reasonable manner

No claim under Section 1 shall be payable unless the terms of this condition have been complied with

No property may be abandoned to the Company whether taken possession of by the Company or not

- b) shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- c) in the case of death of the Insured Person under Section 6 shall be entitled to have a post mortem examination at its own expense No assignee of Section 6 shall be entitled to any benefit hereunder except in the case of death arising under the appropriate item in the Table of Compensation

8 Confirmation of Values at Risk

The Insured must provide the Company at the inception of the Policy and annually thereafter with full details of the Declared Value as well as the wage roll and turnover of the Business

9 Fraud

If You or anyone acting for You:

- 1 knowingly make a fraudulent or exaggerated claim under Your Policy
- 2 knowingly make a false statement in support of a claim (whether or not the claim itself is genuine) or
- 3 knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine)

We will:

- a) refuse to pay the claim
- b) declare the Policy void, treating it as if it had never existed without any refund of premium and
- c) recover any sums that we have already paid under the Policy in respect of the claim and any previous claims

We may also inform the police of the circumstances

10 Identification

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they may appear

11 Instalments Clause

If the premium on this Policy is payable by the Company's Budget Plan and You do not pay each instalment on the due date all cover under the Policy is cancelled automatically from the date such instalment was due or where statute requires the giving of prior notice the day following the expiry of such notice

If the premium on this Policy is payable by the Company's Budget Plan and during the current period of insurance:

- a claim has been made under the Policy for which We have made a payment
- a claim has been made under the policy which is still under consideration
- an incident has occurred which is likely to give rise to a claim but is yet to be reported to Us the annual premium remains due in full. In such case monthly collections must continue or a one off payment be agreed to settle the outstanding amount

Where a one off payment is not made to settle the outstanding amount You must continue with the instalment payments

Alternatively we may deduct any outstanding instalments from any claim payment that may be due to You or payable on your behalf

Any instalments payments legitimately taken prior to the notification of cancellation of the Budget Plan agreement will be retained Any refund of premium will be in respect of any subsequent collections taken between the time of notification and cancellation

12 Contracts (Rights of Third Parties Act)

The parties to this contract do not intend that any clause or term of this contract should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this contract

13 Low Claims Bonus

- 1 Where the claims paid by the Company or the Company's estimate of the payments to be made for the previous period of insurance total less than 25% of the premium the Insured paid excluding Insurance Premium Tax for that Period of Insurance the Company has reduced the renewal premium by the amounts stated in paragraphs 2 3 and 4 provided the Insured has not reduced the extent of cover under the Policy
- 2 If the previous Period of Insurance was the first in which 1 above was the case the renewal premium has been reduced by 5% of the premium to be paid for the next period
- 3 If the previous Period of Insurance was the second consecutive year in which 1 above was the case the premium has been reduced by 5% of the premium to be paid for the next period
- 4 If the previous Period of Insurance was the third consecutive year in which 1 above was the case the renewal premium has been reduced by 5% of the premium to be paid for the next period

14 Misrepresentation and Misdescription

This Policy shall be voidable in any event of misrepresentation misdescription or non-disclosure in any material particular

15 Observance of Terms

It is a condition precedent to any liability on the part of the Company under this Policy that the terms hereof so far as they relate to anything to be done or complied with shall be duly and faithfully observed

16 Other Insurances and Average

a) Applicable to Section 1 – Buildings and Contents

If at the time of any DAMAGE there is any other insurance effected by or on behalf of the Insured covering any of the property damaged the liability of the Company hereunder shall be limited to its rateable proportion of such DAMAGE

If any other insurance shall be subject to any average (under-insurance) condition this Section if not already subject to any Condition of Average shall be subject to average in like manner

If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Section either in whole or in part or from contributing rateably the liability of the Company hereunder shall be limited to that proportion of the DAMAGE as the sum insured hereby bears to the value of the property

b) Applicable to Section 2 – Business Interruption

If at the time of any Incident resulting in a loss under this Section there be any other insurance effected by or on behalf of the Insured covering such loss or any part of it the liability of the Company hereunder shall be limited to its rateable proportion of such loss

c) Applicable to Section 4 – Public and Products Liability and Section 5 – Employers Liability

The Company will not indemnify the Insured in respect of liability which is insured by or would but for the existence of the Section be insured by any other policy except in respect of any excess beyond the amount payable under such other policy had this insurance not been effected

d) Application to Section 7 – Goods in Transit

If at the time of a claim there is any other insurance arranged by the Insured or on the Insured's behalf covering anything insured

under this Section the Company shall be liable only for a proportionate share

If the other insurance is more specific in relation to the Property then this Section will only apply after the other insurance has been exhausted

17 Reasonable Precautions

The Insured shall

- a) take all reasonable precautions to prevent occurrences which may give rise to loss destruction or damage
- b) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority
- c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require
- d) take reasonable care in selecting Employees and shall maintain security precautions when the property insured under Section 7 is in the Insured's custody or control

18 Reinstatement

If any property insured by Section 1 is to be reinstated or replaced by the Company the Insured shall at their own expense provide all such plans documents books and information as may be reasonably required The Company shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than its sum insured

19 Subrogation

Any claimant under this Policy shall at the request and at the expense of the Company take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Company

The Company shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claim for indemnity or damages or otherwise

20 Turnover

The Insured must notify the Company in writing as soon as the Insured becomes aware that the Turnover of the Business has increased by more than 50% since the value declared was last confirmed to the Company

21 Warranties

Every warranty to which this Policy or any item thereof is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Policy and non-compliance with any such warranty insofar as it increases the risk of loss or damage shall be a bar to any claim in respect of such loss or damage provided that whenever this Policy is renewed a claim in respect of loss or damage occurring during the renewal period shall not be barred by reason of a warranty not having been complied with any time before the commencement of such period

22 Minimum Standards of Security

We require your premises to have the Minimum Standard of Security as detailed below:

Exit Doors

- 1 Sliding and/or folding doors, where the door meets the stile, are to be secured with a locking bar and close shackle padlock. If a multi-leaf door then each leaf should be secured internally by bolts top and bottom
- 2 Roller shutters which are manually operated are to be secured with bullet locks or alternatively a locking bar and close shackle padlock, with a staple set into concrete and the locking bar secured to the shutter
Roller shutters which are automatically operated internally are to have operating chains secured with a hardened shackle padlock to the door frame or any other part of the building structure
Roller shutters which are electrically operated externally are to be fitted with automatic cut-off devices in the event that keys are not used

- 3 Wicket gate doors are to be secured by a mortise deadlock which has five or more levers and/or conforms to BS3621 and a matching box striking plate must also be fitted. Alternatively, a locking bar and close shackle padlock
- 4 Single leaf, solid or panelled doors, are to be secured by a mortise deadlock which has five or more levers and/or conforms to BS3621 and a matching box strike plate. Alternatively, a locking bar and close shackle padlock
- 5 Double leaf, solid or panelled, doors are to be secured by flush or barrel bolts top and bottom on the first closing leaf and
 - a) a mortise deadlock which has five or more levers and/or conforms to BS3621 and a matching box striking plate
 - or
 - b) a locking bar and close shackle padlock on the second closing leaf
- 6 Aluminium or UPVC framed doors are to be fitted with integral cylinder key operated mortise deadlocks

Internal Doors

Internal doors giving access to any part of the Building not occupied by the Insured or for the Insured's Business are to be fitted on the Insured's side of the door with either

- a) a mortise deadlock which has five or more levers and conforms to BS3621 with a matching box striking plate and the Insured is to be the sole key holder
- or
- b) two key operated security bolts, one fitted approximately 30 cm from the top of the door and the other 30 cm from the bottom
- or
- c) a locking bar and close shackle padlock

Windows, Fanlights, Rooflights and Skylights

All opening external basement, ground floor and other accessible windows fanlights rooflights and skylights are to be fitted with key operated window locks or a padlock and locking bar or padlock, hasp and staple

Note

An accessible window is one which can easily be reached such as a window adjacent to a flat roof or fire escape balcony canopy or downpipe

This requirement does not apply to windows protected by solid steel bars weld mesh or expanded metal grilles securely fixed to brickwork surrounding the window or demountable weld mesh or expanded metal grilles secured by means of a hardened shackle padlock

Fire Exits

Any door or window officially designated as a fire exit by a fire authority is excluded from the above requirements These are to be secured internally by panic bolts or fire exit bolts (capable of opening at all times) Any additional devices must be approved by the local Fire Prevention Officer

Computer Equipment

Computer systems units with an individual replacement value of £2,500 or greater must be securely anchored to the desk, work station or the structure of the building by means of lockdown plates conforming to LPS1214 (Issue 2), the keys to which must have been removed from the Premises unless the Premises are occupied by the Insured or an authorised Employee in which case the keys are to be deposited in a secure place not in the vicinity of the computer system units

Important

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

- a) your Premises are protected to the Minimum Standard detailed above and
- b) security devices stipulated are in full and effective operation whenever the Insured's Premises are left unattended
- c) the Insured's Premises have been surveyed by one of our Risk Control Surveyors and We have accepted alternative levels of security

Making a complaint

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

If Our service does not meet Your expectations We want to hear about it so We can try to put things right

All complaints We receive are taken seriously. Following the steps below will help Us understand Your concerns and give You a fair response

How to make Your complaint

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

Alternatively You can write to Us at

AXA Insurance complaints:



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

All claims complaints:



Telephone: **01204 815359**



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

When You make contact please tell Us the following information:

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

Any written correspondence should be headed 'COMPLAINT' and You may include copies of supporting material

Beyond AXA

Should You remain dissatisfied following Our final written response, You may be eligible to refer Your case to the Financial Ombudsman Service (FOS)

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider Your complaint if We have given You Our final decision

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

The Financial Ombudsman Service



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



Telephone: **0800 023 4567***
or **0300 123 9123****
Fax: **0207 964 1001**



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

Website: **www.financial-ombudsman.org.uk**

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

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

Our promise to You

We will

- Acknowledge written complaints promptly
- Investigate Your complaint quickly and thoroughly
- Keep You informed of progress of Your complaint
- Do everything possible to resolve Your complaint
- Learn from Our mistakes
- Use the information from complaints to continuously improve Our service

Telephone calls may be monitored and recorded

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation in the unlikely event We cannot meet Our obligations to You. This depends on the type of insurance, size of the business and the circumstances of the claim.

Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk)

Legal and tax advice complaints

If You have a complaint about the telephone legal or tax advice services You should contact Arc Legal Assistance Ltd who will liaise with Irwin Mitchell Solicitors:

Arc Legal Assistance Ltd	
	Arc Legal Assistance Ltd The Gatehouse, Lodge Park Lodge Lane Colchester Essex CO4 5NE
	Telephone: 01206 615000

If You are unhappy with the written response from Arc Legal Assistance Ltd, You may contact the Legal Ombudsman at:

Legal Ombudsman	
	Legal Ombudsman PO Box 6806 Wolverhampton WV1 9WJ
	Telephone: 0300 555 0333
	Website: www.legalombudsman.org.uk

The Legal Ombudsman will only consider matters which have been submitted to it within the earliest of the following timescales:

- a) within one year from the act/omission complained of
- b) within one year from when the client should reasonably have known there was cause for a complaint, without taking advice from a third party and
- c) within six months of the client receiving a written reply from Arc Legal Assistance Limited concerning the complaint

**This document is available in
other formats.**

If you would like a Braille, large print
or audio version, please contact your
insurance adviser.

www.axa.co.uk